

**COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE
AGENDA
TUESDAY, JANUARY 11, 2011**

A. ADOPTION OF AGENDA

B. APPROVAL OF MINUTES

C. ELECTION OF A VICE CHAIR

C1. PRESENTATIONS

- 1. Atlanta Housing Authority (AHA)**
- 2. Atlanta Development Authority – Camera Ready Program**

CONSENT AGENDA

D. ORDINANCE FOR FIRST READING

- 11-O-0009 (1) An Ordinance by Community Development/Human Resources Committee amending the 2011 (WIA Dislocated Worker Job Training Fund) Budget, Atlanta Workforce Development Agency, by adding to anticipations and appropriations in the amount of \$753,704.00 in the Workforce Investment Act Dislocated Worker Fund from the Georgia Department of Labor, to provide job training and other skills to local dislocated workers; and for other purposes.

REGULAR AGENDA

E. COMMUNICATION

- 11-C-0001 (1) A Communication from Mark Massey, Clerk to the Commission, to Council President Ceasar C. Mitchell submitting the Fulton County Board of Commissioners' re-appointment of **Mr. Joseph H. Beasley** (Position 5) to serve as the County's Representative on the BeltLine Tax Allocation District (TAD) Advisory Committee. This appointment is for a term of two years (2), scheduled to begin on the date of Council confirmation.

HUMAN RESOURCES SECTION

F. RESOLUTION

- 11-R-0090 (1) A Resolution by Councilmember Keisha Lance Bottoms supporting the "Get Body Beautiful" Challenge Campaign taking place during 2011; and for other purposes.

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HUMAN RESOURCES SECTION

G. PAPERS HELD IN COMMITTEE

- 10-R-0751 (1) A Resolution by Community Development/Human Resources Committee authorizing the Mayor, on behalf of the City, to renew and amend the Memorandum of Understanding with the North Atlanta Swim Association, Inc., for the purpose of operating the Chastain Park Swimming Pool; and for other purposes. **(Held 4/27/10 for further review)**
- 10-O-0928 (2) An Ordinance by Councilmembers Joyce M. Sheperd, Michael Bond, Natalyn Archibong, Aaron Watson, H. Lamar Willis, Alex Wan, Cleta Winslow, C. T. Martin and Carla Smith to amend the Code of Ordinances of the City of Atlanta, Georgia, Chapter 2, Article IV, Section 2-195 to expand the functions and duties of the Atlanta Workforce Development Agency; to insert a new Article XI entitled the Atlanta Community Benefits Jobs Policy, which New Article XI shall include Division 1 – General Provisions, Division 2 – First Source Jobs Policy, Division 3 – Atlanta Jobs Training and Employment Placement Policy, and Division 4 – Atlanta First Source and Jobs Training Oversight Committee; to repeal conflicting ordinances; and for other purposes. **(Held 06/01/10 at the request of the author of the paper) (Work session held 7/15/10)**
- 10-O-1986 (3) An Ordinance by Councilmembers H. Lamar Willis, Ivory L. Young, Jr., Aaron Watson, Carla Smith, Kwanza Hall, C. T. Martin, Natalyn M. Archibong and Michael J. Bond to amend Section 110-38, entitled “Functions and Duties of Bureau of Cultural Affairs” of the Code of Ordinances of the City of Atlanta, Georgia so as to add a new Subsection (7) which shall authorize the Bureau of Cultural Affairs to administer a Public Art Murals Program; to waive conflicting ordinances; and for other purposes. **(Held 11/9/10 at the request of the Department of Parks, Recreation and Cultural Affairs.)**

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G. PAPERS HELD IN COMMITTEE (CONT'D)

- 10-O-1987 (4) An Ordinance by Councilmembers H. Lamar Willis, Ivory L. Young, Jr., Aaron Watson, Carla Smith, Kwanza Hall, C. T. Martin, Natalyn M. Archibong and Michael J. Bond to amend Chapter 46, entitled "Civic and Cultural Affairs" of the Code of Ordinances of the City of Atlanta, Georgia by creating a new Article IV to be entitled "Public Art Murals"; to provide for the structure and framework which shall govern the administration of the Public Art Murals Program; to waive conflicting ordinances; and for other purposes. **(Held 11/9/10 at the request of the Department of Parks, Recreation and Cultural Affairs.)**

COMMUNITY DEVELOPMENT SECTION

H. ORDINANCE FOR SECOND READING

- 11-O-0082 (1) An Ordinance by Councilmember Michael J. Bond amending the 2011 (Community Development Fund) Budget by anticipating and appropriating \$719,095.43 for the purpose of reprogramming funds under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment Act (ARRA) of 2009; and for other purposes.

I. RESOLUTIONS

- 11-R-0081 (1) A Resolution by Councilmember Michael J. Bond authorizing the Mayor to enter into various amendments to contractual agreements of projects funded under the Homelessness Prevention and Rapid Re-Housing Program (HPRP) of the American Recovery and Reinvestment Act (ARRA) of 2009; and for other purposes.
- 10-R-2009 (2) A **Substitute** Resolution by Community Development/Human Resources Committee authorizing the Mayor to enter into separate contracts with Atlanta Development Authority (ADA), Georgia Institute of Technology, and Atlanta BeltLine, Inc. in an aggregate amount not to exceed \$163,528.00 for research and

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I. RESOLUTIONS (CONT'D)

technical assistance services for the Brownfields Small Area-Wide Planning Pilot Grant Awarded to the City by the United States Environmental Protection Agency (EPA); and for other purposes. **(Favorable on Substitute by CD/HR on 12/14/10) (Referred back by Council on 1/3/11 for account number correction)**

J. PAPERS HELD IN COMMITTEE

- | | |
|---|--|
| <p>10-O-0398 (1)</p> | <p>An Ordinance by Councilmembers Ivory Lee Young, Jr., Joyce Sheperd and Michael Bond to amend Article II, Section 29 of the Atlanta Housing Code of 1987, Appendix "E" of the City of Atlanta Land Development Code, entitled "Minimum Specifications to Abate Interior Requirements in Vacant Dwelling Units", so as to require minimum boarding specifications for structures boarded for six (6) months or less; so as to require minimum boarding specifications for structure boarded for greater than six (6) months; so as to allow boarding for greater than six (6) months upon written approval from the Director of the Bureau of Code Compliance and upon implementation of minimum boarding specifications set forth herein; and for other purposes. (Held 2/23/10 at the request of the department)</p> |
| <p>10-O-0934 (2)</p> | <p>An Ordinance by Community Development/Human Resources Committee to adopt the D. L. Hollowell Parkway/Veterans Memorial Highway Livable Centers Initiative (LCI) Study; to amend the City of Atlanta 2008-2023 Comprehensive Development Plan (CDP) so as to incorporate the Study into the CDP; and for other purposes. (CDP Public Hearing held 6/14/10) (Held 6/15/2010)</p> |
| <p>10-O-0898 (3)</p> <p>CDP-10-05</p> | <p>An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the 2008 Atlanta Comprehensive Development Plan (CDP) so as to re-designate properties located in the <u>D. L.</u></p> |

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HUMAN RESOURCES COMMITTEE AGENDA
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J. PAPERS HELD IN COMMITTEE (CONT'D)

Hollowell/Veterans Memorial Livable Centers Initiative (LCI) Study Area from Various Land Use Designations to Various Land Use Designations; and for other purposes. **(Held 06/01/10) (CDP Public Hearing held 6/14/10)**
NPU-G, H, I & J **Council District 9**

10-R-1067 (4) A Resolution by Community Development/Human Resources Committee to confirm the appointment of Bill Rasul to the Metropolitan Parkway Tax Allocation District Advisory Committee; and for other purposes. **(Held 6/15/10 to allow appointee opportunity to come before the committee)**

10-O-1457 (5) An Ordinance by Councilmembers Joyce M. Sheperd, Felicia A. Moore, C. T. Martin, Michael Julian Bond, Cleta Winslow, Carla Smith, Yolanda Adrean, Keisha Lance Bottoms, Kwanza Hall, Aaron Watson, Ivory Lee Young, Jr. and H. Lamar Willis to amend the Atlanta Housing Code of 1987, Appendix E to the Land Development Code, so as to establish rules and regulations for registration of vacant buildings; to provide for penalties; to repeal conflicting ordinances; and for other purposes. **(Held 8/31/10 for additional information)**

10-O-1808 (6)
CDP-10-09 An Ordinance by Councilmember Kwanza Hall to amend the Future Land Use Map of the 2008 City of Atlanta Comprehensive Development Plan (CDP) so as to re-designate property located at **465, 467, 469, 471, 479 and 479 (rear) North Highland Avenue** from the Low Density Residential (LDR) Land Use Designation to the Low Density Commercial (LDC) Land Use Designation; and for other purposes. **(Held 10/12/10) (Held for a Public Hearing on 11/29/10)**
NPU-N **Council District 2**

10-O-1890 (7)
CDP-10-08 An Ordinance by Community Development/Human Resources Committee to amend the Land Use Element of the 2008 Atlanta Comprehensive Development Plan (CDP)

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J. PAPERS HELD IN COMMITTEE (CONT'D)

so as to re-designate property that is located at **2100 Forrest Park Road** from the Low Density Residential Land Use Designation to the Industrial Land Use Designation (Z-10-27); and for other purposes. **(Held 11/9/10 for 4TH Quarter CDP Public Hearing on 11/29/10)**
NPU-Z **Council District 1**

- 10-R-2010 (8) A Resolution by Community Development/Human Resources Committee authorizing the Mayor, on behalf of the Department of Planning and Community Development, Office of Housing, to enter into a Housing Assistance payments ("HAP") contract with Urban Residential Development Corporation in an amount not to exceed \$607,680.00 in order to pay rental unit subsidies on one hundred (100) units for formerly homeless individuals at the Santa Fe Villa Apartments pursuant to the Section 8 Moderate Rehabilitation Program sponsored by the U. S. Department of Housing and Urban Development (HUD); and for other purposes. **(Held 11/30/10)**
- 10-C-2141 (9) A Communication from Jim Martin, Chair NPU-D, to Municipal Clerk Rhonda Dauphin Johnson, submitting the appointment of Mr. Lee Coker as their representative to serve as a member of the Perry Bolton Tax Allocation District (TAD) Neighborhood Advisory Committee, scheduled to begin on the date of Council confirmation. **(Held 12/14/10 to allow appointee the opportunity to appear before the committee)**
- 10-O-1919 (10) An Ordinance by Community Development/Human Resources Committee to amend the 2008 City of Atlanta Comprehensive Development Plan by adopting the "Atlanta BeltLine Master Plan Sub-Area 4: Memorial Drive/Glenwood Ave"; and for other purposes. **(Public Hearing Held 11/29/10) (Favorable by CD/HR on 11/30/10) (Referred back by Council 12/6/10) (Held 12/14/10)**

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J. PAPERS HELD IN COMMITTEE (CONT'D)

- 10-O-1991 (11) An Ordinance by Community Development/Human
CDP-10-12 Resources Committee to amend the Land Use Element of
the City of Atlanta's 2008 Comprehensive Development
Plan (CDP) so as to re-designate properties located in the
Atlanta BeltLine Sub-Area 4 Memorial-Glenwood from
Various Land Use Designations to Various Land Use
Designations; and for other purposes. **(Public Hearing
held on 11/29/10) (Favorable by CD/HR on 11/30/10)
(Referred back by Council 12/6/10) (Held 12/14/10)**
NPU's N and W Council District 1, 2 and 5
- 10-O-1458 (12) An Ordinance by Councilmember Joyce M. Sheperd
authorizing the Mayor or his designee to modify the
boundaries of the Capitol View and Oakland City
Neighborhoods and to amend the City's Official
Neighborhood and NPU Maps accordingly; and for other
purposes. **(Favorable by CD/HR on 11/30/10)
(Referred back by Council 12/6/10) (Held 12/14/10)**
- 10-O-2006 (13) An Ordinance by Community Development/Human
Resources Committee amending the 2011
(Intergovernmental Grant Fund) Budget by adding to
anticipations and appropriations in the amount of
\$696,300.00 for the City of Atlanta Section 8 Moderate
Rehabilitation Program for Santa Fe Villa Apartments;
and for other purposes. **(Held 12/14/10)**

K. ITEMS NOT ON THE AGENDA

L. COMMENTS FROM THE PUBLIC

(COMMENTS WILL BE LIMITED TO:
5 MINUTES FOR SIGN-UP BEFORE THE MEETING IS CONVENED,
2 MINUTES FOR SIGN-UP AFTER THE MEETING IS CONVENED)

*FROM TIME TO TIME, THE COMMITTEE MAY HOLD A PUBLIC HEARING ON CERTAIN
PIECE(S) OF LEGISLATION, AS REQUIRED BY CODE OR REGULATION.*

M. ADJOURNMENT

**AN ORDINANCE BY
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AMENDING THE 2011 (WIA DISLOCATED WORKER JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SEVEN HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$753,704.00) IN THE WORKFORCE INVESTMENT ACT DISLOCATED WORKER FUND FROM THE GEORGIA DEPARTMENT OF LABOR, TO PROVIDE JOB TRAINING AND OTHER SKILLS TO LOCAL DISLOCATED WORKERS; AND FOR OTHER PURPOSES.

WHEREAS, the purpose of the Workforce Investment Act ("WIA") is to provide workforce investment activities through statewide and local workforce systems in order to increase employment, retention, the earnings of citizens, and the attainment of occupations skill for participants, thereby improving the quality of the workforce; and

WHEREAS, the Georgia Department of Labor ("GDOL") has awarded the City of Atlanta ("City"), through the Atlanta Workforce Development Agency ("AWDA"), a grant in the amount of Seven Hundred Fifty Three Thousand Seven Hundred Four Dollars (\$753,704.00), to provide training funds for dislocated workers who need to upgrade or acquire skills to obtain full-time employment at liveable wages; and

WHEREAS, AWDA recommends increasing receipts in the 2011 (Job Training Fund) Budget by Seven Hundred Fifty Three Thousand Seven Hundred Four Dollars (\$753,704.00) in the WIA Dislocated Worker Fund.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA , as follows:

Section 1: That the 2011 (WIA Dislocated Worker Job Training Fund) Budget is hereby amended as follows:

ADD TO ANTICIPATIONS

250341930 (Award Number)
2503 (Job Training Grant Fund)
250501 (AWDA)
3341101 (State Direct)
7670000 (Job Training)
210919 (WIA Dislocated Worker FY 2011)
41930 (GDOL Dislocated Worker Program)

Total: \$753,704.00

ADD TO APPROPRIATIONS

250341930 (Award Number)

2503 (Job Training Grant Fund)

250501 (AWDA)

10 (Task - Administrative)

90 (Task - Program)

5199999 (Personnel Expenses)

5299999 (Operating Expenses)

5399999 (Supplies)

5599999 (Interfund/Interdepartmental)

5799999 (Intergovernmental)

7670000 (Job Training)

210919 (WIA Dislocated Worker FY 2011)

41930 (GDOL Dislocated Worker Program)

Total: \$753,704.00

Section 2: That all existing ordinances or parts of ordinances in conflict with this ordinance shall be waived for the purposes of this ordinance only, and only to the extent of the conflict.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development/Human Resources Committee

Caption: AN ORDINANCE AMENDING THE 2011 (WIA DISLOCATED WORKER JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SEVEN HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$753,704.00) IN THE WORKFORCE INVESTMENT ACT DISLOCATED WORKER FUND FROM THE GEORGIA DEPARTMENT OF LABOR, TO PROVIDE JOB TRAINING AND OTHER SKILLS TO LOCAL DISLOCATED WORKERS; AND FOR OTHER PURPOSES.

Council Meeting Date: February 7, 2011

Requesting Dept.: Atlanta Workforce Development Agency

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to amend the 2011 (WIA Dislocated Worker Job Training Fund) Budget by adding to anticipations and appropriations in the amount of \$753,704.00 in the Workforce Investment Act Dislocated Worker Fund from the Georgia Department of Labor, to provide job training and other skills to local dislocated workers.

2. Please provide background information regarding this legislation.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** N/A

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:**

4. Fund Account Center:

5. Source of Funds: Georgia Department of Labor

6. Fiscal Impact: \$753,704.00

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Loan Nguyen

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Loan Nguyen

Contact Number: (404) 230-1602

Originating Department: Atlanta Workforce Development Agency

Committee(s) of Purview: Community Development/Human Resources Committee

Chief of Staff Deadline: December 23, 2010

Anticipated Committee Meeting Date(s): February 1, 2011

Anticipated Full Council Date: February 7, 2011

Legislative Counsel's Signature: Martin Clarke

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: [Signature]

CAPTION

AN ORDINANCE AMENDING THE 2011 (WIA DISLOCATED WORKER JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SEVEN HUNDRED FIFTY THREE THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$753,704.00) IN THE WORKFORCE INVESTMENT ACT DISLOCATED WORKER FUND FROM THE GEORGIA DEPARTMENT OF LABOR, TO PROVIDE JOB TRAINING AND OTHER SKILLS TO LOCAL DISLOCATED WORKERS; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO:

12/23/10
(date)

Received by Mayor's Office: [Signature]
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____

BOARD OF COMMISSIONERS OF FULTON COUNTY

RECEIVED
MUNICIPAL CLERK
2010 DEC 22 PM 2:28

December 17, 2010



11- C -0001

The Honorable Ceasar C. Mitchell
President
Atlanta City Council
City Hall, Suite 2900 South
68 Mitchell Street, S.W.
Atlanta, Georgia 30303

Dear Council President Mitchell:

At the Fulton County Board of Commissioners' December 15, 2010 Recess Meeting, the Board approved Mr. Joseph H. Beasley (Position 5) for a reappointment to the BeltLine Tax Allocation District (TAD) Advisory Committee (Item #10-1285).

In accordance with a Resolution (06-R-1577) approved by the Atlanta City Council on September 5, 2006, the Fulton County Board of Commissioners is responsible for the appointment of ten (10) members to this committee. Commencing upon the Council's approval, the terms for these nominees shall be for two (2) years. I have included a copy of the action taken by the Board of Commissioners on December 15, 2010.

The contact number for Mr. Beasley is 404-218-3997.

On behalf of the Board of Commissioners, I respectfully request that this nomination be confirmed by the Council. Additionally, I am providing a current list of the nominations made to date. If I can be of any assistance, please call me at (404) 612-8200. Thank you.

Sincerely,

Mark Massey
Clerk to the Commission

Attachments

cc: Fulton County Board of Commissioners
Rhonda Dauphin Johnson, City of Atlanta Municipal Clerk
Brian M. Leary, President and CEO, Atlanta BeltLine, Inc.
Ernestine W. Garey, Interim President, ADA
Derrick Williams, Special Assistant to Chief of Staff, City of Atlanta

BeltLine Tax Allocation District (TAD) Advisory Committee
Fulton County

<u>Name</u>	<u>Position</u>	<u>Date of Nomination</u>
Mr. Jon Hayes Carlsten	Position 4	April 18, 2007
Ms. Portia A. Scott	At-Large Position 8	December 17, 2008
Mr. Eugene Bowens, Sr.	At-Large Position 10	December 17, 2008
Ms. L. Dianne Olansky	Position 6	February 4, 2009
Mr. Kwame Thompson	At-Large Position 9	February 18, 2009
Ms. Daphne Jackson	Position 2	April 1, 2009
Ms. Gertrude Gilyard	Position 7	June 3, 2009
Mr. Monty R. Bruell	Position 1	August 19, 2009
Ms. Dottie M. Sabre	Position 4	September 2, 2009
Mr. Joseph H. Beasley	Position 5	December 15, 2010

ADDED UPON THE ADOPTION OF THE AGENDA
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**10-1285 BOARD APPOINTMENT - Beltline Tax Allocation District (TAD)
Advisory Committee**

Commissioner Darnell nominated Mr. Joseph H. Beasley for a District reappointment to a term ending December 31, 2012.

A motion was made by Commissioner Boxill and seconded by Vice Chairman Edwards to approve all District nominations under Items #10-1279, #10-1280, #10-1281, #10-1282, #10-1285, #10-1286, and #10-1287. The motion carried by a vote of 6-0-0. Vice Chairman Edwards and Commissioners Pitts, Riley, Lowe, Darnell, and Boxill voted yes. Chairman Eaves was present but did not vote.



A RESOLUTION

11- R-0090

BY COUNCIL MEMBER KEISHA LANCE BOTTOMS

A RESOLUTION SUPPORTING THE "GET BODY BEAUTIFUL" CHALLENGE CAMPAIGN TAKING PLACE DURING 2011; AND FOR OTHER PURPOSES.

WHEREAS, according to the Center for Disease Control, 78% of African-American women are overweight and at risk of major illnesses such as heart disease, diabetes and breast cancer, all of which are preventable with proper nutrition and regular physical activity; and

WHEREAS, the "Get Body Beautiful Program" combats the obesity of Black women, using increased physical activity as the key strategy. Also, the program focuses on healthy lifestyle and nutrition to decrease the health disparities of African-American women; and

WHEREAS, the "Get Body Beautiful Program" is Georgia's largest African-American women's wellness campaign involving over 15,000 African-American women participants; and

WHEREAS, the program enjoys broad-based community and church-affiliated support and sponsorship, including former Governor Sonny Perdue, the Atlanta Urban League and many others; and

WHEREAS, the City of Atlanta desires to join as a program supporter and City Councilwoman Keisha Lance Bottoms desires to help the team encourage thousands of women to become involved in the "Get Body Beautiful Program"; and

WHEREAS, it is proposed that a possible venue for some of the activities of the "Get Body Beautiful Program" will occur at either the Ben Hill Recreation Center or the Adamsville Recreation Center.

NOW THEREFORE, BE IT RESOLVES BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Atlanta City Council and the City of Atlanta hereby support the "Get Body Beautiful Program" and campaign scheduled to take place in and around the City of Atlanta during the year 2011.

**A RESOLUTION BY
COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO RENEW AND AMEND THE MEMORANDUM OF UNDERSTANDING WITH THE NORTH ATLANTA SWIM ASSOCIATION, INC., FOR THE PURPOSE OF OPERATING THE CHASTAIN PARK SWIMMING POOL; AND FOR OTHER PURPOSES.

WHEREAS, the North Atlanta Swim Association, Inc., ("Association") has leased and operated the Chastain Park Swimming Pool and grounds (the "Pool") since 1992; and

WHEREAS, the City of Atlanta ("City") entered into a Memorandum of Understanding ("MOU") with the Association and that was authorized by a resolution adopted by the Atlanta City Council on May 16, 2005, and approved by the Mayor on May 23, 2005; and

WHEREAS, the MOU has a term of five years with one additional two-year renewal option upon the mutual agreement between both parties; and

WHEREAS, the initial five year term expires _____; and

WHEREAS, the City and its residents have benefitted from this MOU through the expansion of recreational services at the Pool; and

WHEREAS, expanding the renewal term from two years to five years will facilitate the Association's ability to raise monetary donations for the Pool's improvement; and

WHEREAS, the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs desires to continue this partnership by renewing the MOU and extending it from a term of two years to five years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

Section 1.

The Mayor, on behalf of the City, is hereby authorized to enter an agreement that renews the Memorandum of Understanding with the North Atlanta Swim Association, Inc., and that amends the Memorandum of Understanding such that the two year renewal term is modified to a five year renewal term. The other substantive terms of the Memorandum of Understanding shall remain unchanged.

Section 2.

To the extent that the Association is donating time and resources to the city, the City hereby accepts the donation.

Section 3.

The City Attorney is hereby directed to prepare the MOU for execution by the Mayor.

Section 4.

The MOU renewal option shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder, until the same has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the North Atlanta Swim Association, Inc.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development/Human Resources Committee

Caption: A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO RENEW AND AMEND THE MEMORANDUM OF UNDERSTANDING WITH THE NORTH ATLANTA SWIM ASSOCIATION, INC., FOR THE PURPOSE OF OPERATING THE CHASTAIN PARK SWIMMING POOL; AND FOR OTHER PURPOSES.

Council Meeting Date: May 3, 2010

Requesting Dept.: Department of Parks, Recreation and Cultural Affairs

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to renew and amend the Memorandum of Understanding with the North Atlanta Swim Association for the purpose of operating the Chastain Park swimming pool.

2. Please provide background information regarding this legislation.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**

(h) Term of Contract:

4. Fund Account Center:

5. Source of Funds:

6. Fiscal Impact:

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By:

Chastain Pool Summer Schedule

	Mon	Tue	Wed	Thur.	Fri	Sat	Sun
7:00am	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled
7:30am	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled
8:00am	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled
8:30am	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled
9:00am	Swim Team	Swim Team	Swim Team	Swim Team	Swim Team	Swim Team	Scheduled
9:30am	Swim Team	Swim Team	Swim Team	Swim Team	Swim Team	Swim Team	Scheduled
10:00am	Free Swim	Free Swim	Free Swim	Free Swim	Free Swim	Public	Public
10:30 am	Free Swim	Free Swim	Free Swim	Free Swim	Free Swim	Public	Public
11:00 am	Free Swim	Free Swim	Free Swim	Free Swim	Free Swim	Public	Public
11:30 am	Free Swim	Free Swim	Free Swim	Free Swim	Free Swim	Public	Public
12 noon	Free Swim	Free Swim	Free Swim	Free Swim	Free Swim	Public	Public
12:30pm	Free Swim	Free Swim	Free Swim	Free Swim	Free Swim	Public	Public
1:00 pm	Public	Public	Public	Public	Public	Public	Public
1:30 pm	Public	Public	Public	Public	Public	Public	Public
2:00 pm	Public	Public	Public	Public	Public	Public	Public
2:30 pm	Public	Public	Public	Public	Public	Public	Public
3:00 pm	Public	Public	Public	Public	Public	Public	Public
3:30 pm	Public	Public	Public	Public	Public	Public	Public
4:00 pm	Public	Public	Public	Public	Public	Public	Public
4:30 pm	Public	Public	Public	Public	Public	Public	Public
5:00 pm	Transition	Transition	Transition	Transition	Transition	Transition	Transition
5:30 pm	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee
6:00 pm	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee
6:30 pm	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee
7:00 pm	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee
7:30 pm	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee	Assoc. Fee
8:00 pm	Scheduled	Scheduled	Scheduled	Scheduled	Assoc. Fee	Assoc. Fee	Scheduled
8:30 pm	Scheduled	Scheduled	Scheduled	Scheduled	Assoc. Fee	Assoc. Fee	Scheduled
9:00 pm	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled
9:30 pm	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled	Scheduled
10:00pm							

Admission (City Legislated Fees)

Children (5&under)	Free
Youth (6-16 yrs)	2.00
Senior	2.00
Adults	4.00
Youth / Senior Splash card (20 visits)	40.00
Adult Splash Card (20visits)	80.00

Membership

a. City of Atlanta

	Resident	Non-Resident
Youth	45.00	65.00
Adult	90.00	165.00
Senior (50 older)	45.00	65.00
Family Pass (family of 4)	225.00	550.00
Each additional family member	35.00	70.00

**** Membership available for purchase at any City of Atlanta Natatorium Facility.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Debra Harris

Contact Number: (404) 817-6795

Originating Department: Department of Parks, Recreation and Cultural Affairs

Committee(s) of Purview: Community Development/Human Resources Committee

Chief of Staff Deadline: April 13, 2010

Anticipated Committee Meeting Date(s): April 27, 2010

Anticipated Full Council Date: May 3, 2010

Legislative Counsel's Signature: Robin Shahar

Commissioner Signature: Paul Taylor, Jr.

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY, TO RENEW AND AMEND THE MEMORANDUM OF UNDERSTANDING WITH THE NORTH ATLANTA SWIM ASSOCIATION, INC., FOR THE PURPOSE OF OPERATING THE CHASTAIN PARK SWIMMING POOL; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: J. Perry

(date)

4/12/10

Reviewed by: [Signature]

(date)

Submitted to Council: _____

**CITY COUNCIL
ATLANTA, GEORGIA**

A RESOLUTION BY

05 -R- 0839

COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE NORTH ATLANTA SWIM ASSOCIATION, INC., FOR THE PURPOSE OF OPERATING THE CHASTAIN PARK SWIMMING POOL ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF RECREATION; AND FOR OTHER PURPOSES.

WHEREAS, the Chastain Park Pool and grounds (the "Pool") is a City-owned facility located in Chastain Park; and

WHEREAS, the North Atlanta Swim Association ("Association") has leased and operated the Pool since July 2002; and

WHEREAS, the purpose of the leasing arrangement is to provide for the development of expanded recreational services to the public; and

WHEREAS, the City has established similar arrangements with other community/neighborhood groups and organizations in the City of Atlanta; and

WHEREAS, the projected continued long term benefits of this lease agreement to the City of Atlanta include: making the Pool self supporting; relieving the City of Atlanta of the burden of staffing and managing the Pool; and enhancing the Pool at no cost to the City of Atlanta; and

WHEREAS, the Commissioner of the Department of Parks, Recreation and Cultural Affairs, and the Director of the Bureau of Recreation desire to continue an on-going relationship through the execution of another lease agreement with the Association.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA AS FOLLOWS:

Section 1: The Mayor is hereby authorized to enter into a Lease Agreement with the North Atlanta Swim Association, Inc. for the operation of the Chastain Park Pool and grounds, for a term of five years to be extended for one additional two-year term upon mutual agreement between the parties.

Section 2: The Lease Agreement will provide for continued reasonable public access to the Pool in a manner similar to other City of Atlanta-owned pools, and prior and current City of Atlanta/ community swimming pool lease agreements. In addition, the Lease Agreement shall set forth specific, standard hours of operation.



Section 3: That in lieu of rental payments, the Association shall pay the full and complete cost and expense of managing and operating the Pool, except where otherwise indicated within the Lease Agreement.

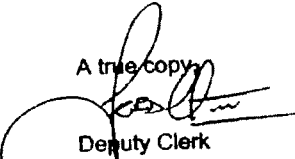
Section 4: The fee structure for the Pool, as identified in the attached Lease Agreement's Exhibit-B, shall not be exceptional or exclusionary so as to discourage public use and accessibility.

Section 5: The fee structure for the Pool, as identified in the attached Lease Agreement's Exhibit-B, shall be subject to review and approval by the City at such times as the Association proposes to make material alterations or changes to any of the categories therein.

Section 6: The City Attorney is hereby directed to prepare said Lease Agreement and for execution by the Mayor, to be approved as to form by the City Attorney.

Section 7: The Lease Agreement shall not become binding on the City, and the City shall incur no liability upon the same until such Lease Agreement has been executed by the Mayor and delivered to the Association.

A true copy


Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

May 16, 2005
May 23, 2005

Normal Drive and Hours of Operation

Time	Day	Event	Location	Notes
7:00 AM	Scheduled	Scheduled	Scheduled	Scheduled
7:30 AM	Scheduled	Scheduled	Scheduled	Scheduled
8:00 AM	Scheduled	Scheduled	Scheduled	Scheduled
8:30 AM	Scheduled	Scheduled	Scheduled	Scheduled
9:00 AM	Scheduled	Scheduled	Scheduled	Scheduled
9:30 AM	Scheduled	Scheduled	Scheduled	Scheduled
10:00 AM	Scheduled	Scheduled	Scheduled	Scheduled
10:30 AM	Scheduled	Scheduled	Scheduled	Scheduled
11:00 AM	Scheduled	Scheduled	Scheduled	Scheduled
11:30 AM	Scheduled	Scheduled	Scheduled	Scheduled
12:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
12:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
1:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
1:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
2:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
2:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
3:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
3:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
4:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
4:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
5:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
5:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
6:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
6:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
7:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
7:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
8:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
8:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
9:00 PM	Scheduled	Scheduled	Scheduled	Scheduled
9:30 PM	Scheduled	Scheduled	Scheduled	Scheduled
10:00 PM	Scheduled	Scheduled	Scheduled	Scheduled

Scheduled Swim Team	These activities are scheduled/coordinated by the North Atlantic Swim Association (N.A.S.A.), such as swim team and extended hours during swim team seasons/years there will be free swim time as well.
Free Swim	The hours that Chesapeake Park Swimming Pool is open to the public is no fee.
Public	The hours that the pool is open to the public at a minimal fee of \$2.00 a child and \$3.00 an adult.
Transition	The half-hour time period occurring every day from 5:30 PM to transition from public to member usage of the facility w
Assoc. Fee	The hours that N.A.S.A. members/supporters are allowed to use the facility on their own from 5:30 PM to 8:30 PM on Sunday through
Chesapeake	Camps such as "Camp Best Friends" are scheduled separately and usually occur during these swim and shut-

Admission:

B. City Fees

Children (5 & Under)	Free
Youth (6-16 Yrs.)	\$1.00
Adults	\$2.00
Seniors	\$1.00

b. NASA Daily Admission Fees (public)

Children	\$2.00
Adults	\$3.00

Memberships

2. City of Atlanta

Current members valid daily between
10:00 AM and 5:00 PM.

Youth (Resident)	\$26.00
Youth (Non-Resident)	\$45.00
Senior (Resident)	\$25.00
Senior (Non-Resident)	\$45.00
Adult (Resident)	\$75.00
Adult (Non-Resident)	\$150.00

b. NASA

Current NAASA members valid between 10:00 AM and 8:00 PM on Sunday through Thursday, and till 9:00 PM on Friday and Saturday.

Household	\$350.00
Individual	\$175.00
Senior Citizen	\$75.00

²²Free Swim[®] hours Monday-Friday are subject to change at the discretion of the Association. However, under no circumstances shall "Free Swim" be less than City's standard of 2.5 hours per day, Monday thru Friday.

These activities are scheduled/coordinated by the North Atlanta Swim Association (NASA), such as swim team and extended hours. During swim team seasons, hours there will be free swim time as well.

The hours that Chastain Park Swimming Pool is open to the public are as follows:

- The hours that the pool is open to the public at a minimal fee of \$2.00 a child and \$3.00 an adult.
- The half-a-hour time period occurring every day from 5:00 PM to 5:30 PM to transition from public to member usage of the facility without interrupting member usage.
- The hours that NASA members/supporters are allowed to use the facility on their own from 5:30 PM to 8:30 PM on Sunday through Thursday, and 5:30 PM to 8:30 PM on Friday and Saturday.
- Camps such as "Camp Best Friends" are scheduled separately and usually occur during free swim and public times.



State of Georgia

County of Fulton

Chastain Park Swimming Pool Lease Agreement

This Lease Agreement (hereinafter the "Agreement") is made and entered into this day of _____, 2005, by and between the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter the "City") and North Atlanta Swim Association, Inc., a Georgia 501(c)(3) Corporation (hereinafter the "Association")(hereinafter, the City and the Association may be referred to collectively as the "Parties" or singularly as the "Party").


Preamble

The Association and City entered a lease agreement on July 3, 2002 (hereinafter the "2002 Lease") to set forth the terms of their public-private partnership for the staffing and operating of the Chastain Park Pool and grounds (hereinafter the "Pool"). The Pool is owned by the City and is a public recreational facility. It is bordered by Pool Road, West Wieuca Road and the Galloway School property line. The Pool does not include the upper level of the Chastain Park Pool Concession Building, which is leased to The Galloway Schools, Inc., nor the portion of the lower level of the Chastain Park Pool Concession Building currently leased to The Galloway Schools, Inc. and currently used as storage facilities by The Galloway School, Inc.

The term of the 2002 Lease was two and one-half (2 ½) years, and was renewable every two years thereafter upon mutual agreement of the Parties. The 2002 Lease provided that the Association shall assist the City in the management and operation of the Pool by providing and paying for such things as management services and lifeguards, while honoring City requirements such as free swim periods, and access for the Camp Best Friends program. In 2004, the City created a new standard lease for associations that manage and operate neighborhood or regional City-owned pools. All prior pool leases are being revised to be consistent with the standard lease at the time of renewal. Therefore, the 2002 lease is being replaced with this Agreement so that it is consistent with the new, standard lease.

By this Agreement, the Association seeks to assist the City in the management and operation of the Pool by providing and paying for management services, lifeguards, expanded Pool hours and by organizing volunteers and community groups to preserve and improve the Pool. This shall free City resources, staff, and funds for other Parks and Recreation Department activities.

In its management and operation of the Pool, the Association shall honor all existing requirements of the City including, but not limited to: free swim periods, access for the Camp Best Friends Summer Program, current and extended hours of operation, and other guidelines required by the City. The Association shall have the authority to enter into a management



contract with a licensed, insured and experienced pool management company to oversee the day-to-day operation of the Pool, including maintaining water quality and providing certified lifeguards at staffing levels required by the City. The Association shall be solely responsible for paying for the management company out of Pool membership dues, daily fees, and other sources as set forth in this Agreement.

WITNESSETH:

WHEREAS, the City has previously leased the Pool to the Association in the 2002 Lease; and

WHEREAS, the 2002 Lease expired on January 2, 2005, and was renewable for an additional two year term; and

WHEREAS, the 2002 Lease has been successful and beneficial to the City and to the Chastain Park community; and

WHEREAS, the City is modifying all pool leases at the time of their renewal so that the new leases are consistent with a new standard lease; and

WHEREAS, this Agreement was authorized by Resolution 05-R-____, adopted by the Atlanta City Council on _____, 2005, and approved by the Mayor on _____, 2005, and a copy of said Resolution is attached hereto marked Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants between the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Association agree as follows:

A. Association Responsibilities

- 1. Lease, Management and Operations.** Association shall, at its sole cost and expense, and, subject to the terms and conditions hereinafter prescribed, staff, manage and operate the Pool in a safe, clean, healthy and orderly manner so as to offer a high quality and affordable recreational experience to the citizens and residents of the City.
 - a. Association's Right to Subcontract.** Association may elect to subcontract the staffing and operation of the Pool to a licensed and certified company specializing in the staffing and operation of public swimming pools, subject to approval by the Commissioner of the Department of Parks, Recreation, and Cultural Affairs or her/his designee (hereinafter the "Commissioner").
 - i.** Association shall incorporate a complete copy of this Agreement by attachment to each and every subcontract for the provision of staffing and operations services and shall ensure that the Subcontractor shall satisfy



each and every required insurance coverage and limit, and every other material obligation set forth in this Agreement, including but not limited to certification and coursework requirements for water safety staff.

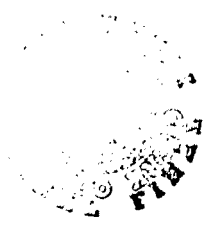
- ii. Association shall provide City with a full copy of each and every subcontract that it has entered into for the staffing and / or operation of the Pool at least thirty days prior to opening the Pool for public use.
 - iii. Association shall not transfer, assign or sublease any other interest or responsibility under this Agreement without prior written consent of the City.
- b. **Pool Fees and Revenue.** Association shall raise all funds necessary for the operation of the Pool. Association shall operate the Pool in such a manner that it shall become self-supporting from earned revenues during the term of the Agreement.
- i. Association shall be permitted to perform the following:
 - (A) Charge admission or usage fees per Exhibit B hereto.
 - (B) Sell annual passes or memberships per Exhibit B hereto.
 - (C) Sell "Association" memberships per Exhibit B hereto, provided that Association membership is not denied to any Atlanta citizen based upon where s/he lives or works.
 - (D) Sell individual or group swimming lessons.
 - (E) Operate food and beverage concessions.
 - (F) Hold special events, and/or rent the Pool for special events, including but not limited to aquatic sports and safety related training at the Pool, provided that said special events: 1) not interfere with the City's use of the pool for Camp Best Friends and/or other City events; 2) receive the advance written approval of the Commissioner ; and 3) receive any and all other approval required by any governmental entity having jurisdiction over the Pool.
 - (G) Sell aquatic sport and safety related materials/ goods at the Pool.
 - (H) Receive and expend all proceeds derived from all fees and sales as contemplated herein.
 - ii. The fees established pursuant to subsection (b)(i) above shall not be exceptional or exclusionary so as to discourage public use and

accessibility. The fee structure established pursuant to subsections (b)(i)(A) and (B) above shall be subject to review and approval by the City at such times as Association proposes to make material alterations or changes to any of the categories therein.

- iii. Association shall honor all current and future City-issued season swim passes in conformance with Exhibit B hereto. Season swim passes sold by the Association shall be valid at the Pool at all times or as determined by the Association.
- iv. Association shall, upon receipt of reasonable prior notification by the City, provide free admission to participants in the City's programmed swim activities, including but not limited to Camp Best Friends, provided that the admission and use of the Pool by the participants shall occur during the Pool's standard hours of operation, as set forth on Exhibit B hereto.
- v. Association shall use the revenue earned from operating and managing the Pool as follows:
 - (A) Association shall utilize earned revenues for the operation of the Pool. In the event there are excess funds that are not required for the operation of the Pool, Association shall use such excess funds for capital improvements to the Pool (which shall be subject to City's approval), Pool maintenance costs, or for the establishment of a sufficient Pool reserve fund.
 - (B) In the event that Association determines that such excess funds are not required for Pool operations, capital improvements or maintenance, said funds may be used by Association for Pool-related functions and/or programs beneficial to the North Atlanta community as deemed appropriate by the Association and as approved by the City, the latter of which shall not be unreasonably withheld.
- vi. Association shall post all fees in prominent public view.

c. Days and Hours of Pool Operation

- i. Association shall operate the Pool for public and private use and access beginning no later than the Friday preceding Memorial Day, and beginning no earlier than two weeks prior to the Friday preceding Memorial Day through and ending no earlier than Labor Day and continuing no later than two (2) weeks longer from the Friday after Labor




Day (hereinafter referred to as the "Pool Season"). Association shall not operate the Pool for private use prior to the first day that it opens and operates the Pool for public use.

- ii. On the date of execution of this Agreement, the "standard" hours of operation for times when the Atlanta Public Schools are not in session, shall be as described in Exhibit B. The Association may change the standard hours of operation for times when the Atlanta Public Schools are not in session, with prior written consent of the Commissioner.
- iii. Association shall have full discretion in determining the Pool's extended hours of operation.
- iv. Association shall have the right to allow only Association members at the Pool after 5:30 PM, and shall have full discretion in determining the days on which the Pool shall be open after 5:30 PM to Association members only. When the Association chooses to allow only Association members at the Pool, the Association shall close the Pool no earlier than 5:00 PM and shall clear the Pool of all persons by no later than 5:15 PM. The Association shall reopen the Pool at 5:30 PM for Association members only.
- v. Association shall have the right to designate "free swim" periods at its discretion, but in no event shall the free swim period start prior to 10:00am, and in no event shall the Association designate less than 2.75 uninterrupted hours of free swim per each week day during the time when the Atlanta Public Schools (hereinafter "APS") are not in session.
- vi. Association shall not open the Pool to the general public during school hours prior to the end of the APS Spring Semester nor after the APS Fall Semester begins, but shall designate 3:00 PM through 5:00 PM as a free swim period on each week day during these periods when APS is in session. At its discretion, Association shall have the option to open the Pool to adults, ages twenty-one (21) years and older, and accompanied Pre-Schoolers during school hours.
- vii. Association shall post all hours of operation in prominent public view.
- viii. The Association may close the Pool as needed for maintenance, safety instruction, and community swim meets.

d. Pool Staffing.

- i. Association shall make certain that all Pool lifeguards and the Pool manager (hereinafter referred to collectively as the "Water Safety Staff")



are certified in "Lifeguard Training", "C-PRO", "Cardiopulmonary Resuscitation", and "First Aid".

- ii. Association shall make certain that all of the Pool staff, including but not limited to the Water Safety Staff, are trained and certified on the basic operation and use of an Automatic External Defibrillator.
- iii. The Association shall make certain that the Pool manager is a "Certified Pool Operator", meaning that s/he has successfully completed all Certified Pool Operator coursework, and that all of the coursework was provided by a licensed program of instruction (i.e. American Red Cross, Ellis and Associates or the National Swimming Pool Foundation, etc.). During the Pool's hours of operation, if the Pool manager is not on site, at least one member of the Pool staff on site must be a "Certified Pool Operator", as defined above.
- iv. The Association shall provide written proof of the required staff certifications and course attendance of each member of the Pool's staff to the Department of Parks, Recreation and Cultural Affairs' Aquatics Program Manager (hereinafter referred to as the "Aquatics Manager") at least ten (10) days prior to the date that the Association opens the Pool for public use each year. For those members of the Pool's staff added after ten (10) days prior to the date that the Association opens the Pool for public use, the Association shall provide written proof of staff certifications and course attendance to the Aquatics Manager prior to allowing the potential employee to provide water safety services at the Pool.
- v. The City reserves the right to verify any and all certification and course information and to disallow any potential Pool staff member who does not meet the certification and course requirements set forth in subsections i, ii, and iii above. Association shall not open or otherwise allow the Pool to be operated until proof of the certifications and coursework of each of the Pool's staff has been made to the full and complete satisfaction of City.
- vi. Association, and its Subcontractor if applicable, guarantee that at all times that the Pool is open for public and/or private use, any person who is operating, staffing, and/or managing the Pool shall possess the requisite certifications and coursework for doing the job that s/he is performing, as is described in subsections (d)(i), (ii), and (iii) above.
- vii. Association shall ensure that the required staffing levels for the Pool shall meet or exceed State, County and City minimums as outlined in the City's "Aquatics Manual". The Association acknowledges that it has received and is in possession of the City's Aquatics Manual.

e. Pool Standards.

- i. Association shall schedule the Pool's required Operational Certification Inspection by the appropriate County Health Department after City has filled Pool with water before its scheduled opening to the public. Further, Association shall notify City in advance so as to enable City's Swimming Pool Maintenance personnel to be in attendance during said Operational Certification Inspection.
 - ii. The Association shall keep and maintain the Pool, including but not limited to the bathhouse, and any and all improvements and equipment at the Pool, in good and sanitary order and repair, and in good, safe, and presentable condition, consistent with the highest forms of business practices. This responsibility shall include but not be limited to cutting the grass located inside the Pool fence, collecting trash located within ten feet of the outside of the Pool fence, and placing the collected trash in a City-provided trash receptacle. Though the City shall have the maintenance responsibilities set forth in section B(1) below, the Association shall be responsible for making requests, either by phone or in writing, to the Department of Parks, Recreation and Cultural Affairs Work Order Desk (404.817.6813), requesting repair and/or maintenance work as needed. In the event that the Association has more than three repair and/or maintenance requests at one time, the Association must submit those requests in writing to the Work Order Desk.
 - iii. Association agrees that after the swimming pool has been filled with water, it shall have the responsibility to maintain the swimming pool in a clean, sanitary condition and shall monitor the filtration and chemical purifier systems to ensure that the pool's water environment remains stable and free of bacteria, fungi, algae and microbial aquatic growth.
 - iv. Association shall comply with City's sanitation procedures as contained in the Aquatics Manual, including but not limited to sanitizing the pool deck, bathhouse and restroom facilities on a daily basis.
 - v. Association shall be responsible for supplying and shall maintain a full complement of life-saving equipment near the swimming pool at all times, including but not limited to ring buoys, rescue tubes, and one standard-issue first aid kit, and an Automatic External Defibrillator.
 - vi. Association shall be responsible for supplying and maintaining lifeguard chairs and umbrellas.
 - vii. Association shall grant to City unrestricted access to the Pool for operational inspections, repair, maintenance and any other purposes that the City deems proper.
-



f. Security.

- i. Association shall staff and maintain security at the Pool, and said security responsibility shall begin on the date that the City begins filling the pool with water in preparation for the swim season, and shall continue unabated until such time as the pool is completely drained at the conclusion of the swim season.
- ii. Association shall keep the Pool fence, bathhouse, restrooms and utility room locked and secured at all times when the Pool is closed or otherwise not open to the public.
- iii. The Association shall provide security between the hours of 10:00 AM through 9:00 PM during the Pool Season on days when the Pool is closed to the public.
- iv. If conditions and situations dictate, as shall be determined by the Association after consultation with the City, the Association shall utilize the services of a security guard for the purpose of protecting against trespass during times that the Pool is closed, other than the times listed in subsection iii above.
- v. Association shall not change or re-key any locks to the swimming pool, bathhouse, restrooms, utility room or fence. In the event that locks are lost, stolen or vandalized, Association shall notify the Aquatics Manager who shall promptly provide replacements or arrange emergency repairs, as appropriate. Association shall be responsible for the replacement cost of such locks and/or the costs of the needed repairs where the circumstances leading to the need for the repair and/or replacement arise as described in section (B)(1)(c) of this Agreement.
- vi. Association agrees that the Galloway Schools, Inc., its employees, students and business invitees shall have access to the Galloway Leased Space at all times during the term of this Agreement. Association further agrees that the tenant of the Galloway Leased Space shall at all times during the term of this Agreement have access to the portion of the Chastain Park Pool Concession Building not included in the Galloway Leased Space for (i) repair and replacement of utility lines serving the Galloway Leased Space; and (ii) access to the storage space on the lower level contained with the Galloway Leased Space.

g. Consumable Supplies.

Association shall, at its sole cost and expense, provide all chemicals and consumable supplies necessary to operate and maintain the Pool, including but not limited to: (1) Chlorine; and (2) Soda Ash.

- 2. Rent.** In lieu of rent, Association shall pay the full and complete cost and expense of managing and operating the Pool, except where otherwise indicated in this Lease. These costs and expenses shall include but not be limited to telephone costs, staff salaries and benefits, the cost of any and all Subcontractors or service providers as Association may elect to employ, and each and every other expense or cost arising from the management and operation of the Pool for and during the term of the Agreement.

3. Accounting

- a. Association shall maintain records of all accounts, receipts, expenditures, cash reserves, program activities and attendance figures which shall accurately reflect the detailed financial and programmatic operations of the Pool, including but not limited to the the operation of concession sales. These records shall be made available to the City, during the normal business hours of the Association, upon the City's request.
- b. The Association shall deliver to the Commissioner a monthly report of attendance and revenue, including but not limited to revenue derived from concession sales.
- c. Association shall provide an Annual Financial Report (consisting of an Income Statement and Balance Sheet) to the Commissioner for each calendar year of the Agreement not later than March 1 of each year, or the date of the expiration of the Term of the Agreement, whichever is later. The Annual Financial Report shall present the Association's receipts, expenditures, assets and liabilities, and all revenue generated at and by the Pool during the most recent Pool Season and shall be prepared by Association's Certified Accountant or other Certified Public Accountant and shall be approved by Association's Board of Directors.
- d. Association shall provide an Annual Performance Report to the Commissioner for each calendar year of the Agreement not later than sixty (60) days after the end of each Pool Season. The Performance Report shall present the Pool's attendance numbers and any programs or special events sponsored by Association.

4. Emergencies

- a. Association shall use the Emergency 911 number to summon Police, Fire or Emergency Medical personnel should events or situations dictate. After summoning emergency personnel, Association shall immediately notify the Aquatics Manager.
- b. Association shall contact the City's Work Order Desk (404.817.6813) to report system malfunctions, break-ins and any other damage to the any part of the Pool that requires emergency repair service. The City shall undertake emergency repairs to the Pool in a prompt and timely manner, subject however, to City's backlog of emergency repairs required at other City-owned swimming pools.

City's procedure shall be to respond to emergency calls in the order by which the emergency requests are received.

- c. Association shall provide the Commissioner and the Aquatics Program Manager with the names and telephone numbers of no less than three (3) Association officials who can be contacted by City at night and on weekends and holidays in the event that emergencies arise at the Pool.
- d. Association shall comply with City's emergency procedures as contained in the Aquatics Manual.

B. City Responsibilities

1. Maintenance and Repair

- a. City, at its sole cost and expense, shall maintain the Pool in proper operating condition, and shall bear all maintenance costs, including capital repair costs, unless excess funds are generated pursuant to section A1bvA above. The City's maintenance responsibilities shall include but not be limited to maintenance and repair of the swimming pool, bathhouse, restrooms, utility spaces, fence, gates, interior and exterior lights, doors, windows, plumbing, electrical system, filtration and chemical purification systems, pumps, motors, fans and blowers.
- b. The City shall charge, and the Association shall pay the City, the full cost of labor, parts and materials for repairs or replacement of plumbing, filtration and purification components in the event that the City determines that damages resulted from the improper operation of said systems by Association, Association's employees or Association's Subcontractor.
- c. The City shall charge, and the Association shall pay the City, the full cost of labor, parts and materials for repairs or replacement of other items located at the Pool if the City determines that the damage necessitating the repair or replacement resulted from mismanagement, negligence, gross negligence, or intentional bad acts by the Association, Association's employees, or Association's Subcontractor.
- d. The Association shall be responsible for making requests for Pool maintenance and/or repair to the Department of Parks, Recreation and Cultural Affairs' Work Order Desk, pursuant to section A(1)(e)(ii) above. The City will respond to such maintenance and repair requests in a reasonable manner through its work order system.
- e. The City shall undertake emergency repairs as is set forth in section A(4)(b) above.

2. Seasonal Preparation

- a. City shall, at its sole cost and expense, have the Pool filled with water, fully functional and otherwise prepared for service by no later than (10) days prior to the date that the Association opens the Pool for public use each year. The responsibility for scheduling the appropriate County Health Department's inspection for the Pool's Operational Certification shall rest with Association.
 - b. City shall, at its sole cost and expense, provide the following equipment for Association's use:
 - i. Trash receptacles.
 - ii. Full complement of lifeguard stands.
 - c. City shall, at the conclusion of the swim season, winterize the Pool so as to protect internal plumbing and filtration systems from freeze damage.
3. **Utilities.** City shall, at its sole cost and expense, provide the following utilities at the Pool: (1) Electricity; (2) Water; (3) Sewer; and (4) Trash pickup from City provided trash receptacles. Association shall cause all utilities serving the Pool to be separately metered from those utilities serving The Galloway Leased Space, it being the intent of the City and Association that The Galloway Schools, Inc. shall not incur any utility expense for operation of the Pool.
4. **Regulatory Signage.** City shall, at its sole cost and expense, install standard regulatory signage at the Pool regarding rules and regulations. Association shall be responsible for installing and paying for all other signage, including but not limited to signs regarding fees and hours of operation.

5. City's Use of Pool

- a. The City shall give a minimum 7-days prior notice to Association of City's intended use of Pool involving ten (10) or more Camp Best Friends Summer Program participants. City shall have the option of satisfying this requirement by providing Association with a schedule of planned visits to the Pool by Camp Best Friends Summer Program sites at least seven (7) days prior to the start of the Pool Season.
- b. City shall ensure that Camp Best Friends Summer Program participants visiting the Pool shall be accompanied by a sufficient number of Summer Camp Counselors.

C. Term

The City hereby leases the Pool to the Association for a term of five (5) years from the date of this Agreement, as written on the first page hereof. This Agreement may be renewed for one additional two (2) -year term upon mutual agreement between the parties hereto, and upon adoption of appropriate legislation by the Atlanta City Council and approval by the Mayor. Association shall submit written notice to the Commissioner of such intent to renew no less than ninety (90) calendar days prior to the expiration of the term.

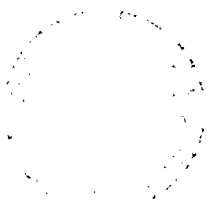
D. Improvements

1. Capital Improvements

- a. Capital Improvements are defined as facility improvements or new system installations having a minimum value of \$20,000.00 and a useful lifetime of no less than ten (10) years.
- b. The Association has the authority to make capital improvements to the Pool at its own expense upon approval of those improvements by the Commissioner. All such improvements shall become the property of the City upon their installation and/or completion.
- c. The Association may request that the City make and pay for Capital Improvements to the Pool. In a non-Emergency situation, Association's requested Capital Improvements shall first be incorporated into the City's Comprehensive Development Plan (CDP). Following the CDP's adoption by the Atlanta City Council and approval by the Mayor, said improvements shall be incorporated into the City's Capital Improvement Plan (CIP).
- d. Capital improvement projects that are incorporated into the CIP shall be scheduled for implementation based on the availability of funding and previously scheduled projects of higher priority or of greater urgency.

2. Facility Improvements (Non-Capital)

- a. Facility Improvements are defined as those improvements to the Pool that do not qualify as Capital Improvements.
- b. The Association has the authority to make Facility Improvements to the Pool at its own expense upon approval of those improvements by the Commissioner.



All such improvements shall become the property of the City upon their installation and/or completion.

- c. The Association may request that the City make and pay for Facility Improvements to the Pool. In a non-Emergency situation, Facility Improvements requested of the City by the Association shall be subject to City's final approval or disapproval based on the City's policies and the availability of funding.
- d. The Association has the right to make capital improvements to the Pool with the approval of the Commissioner of the Department of Parks, Recreation, and Cultural Affairs.

E. Insurance and Bonding Requirements

The following general requirements apply to any and all work under this contract. Compliance is required of Association and Subcontractors of any tier.

1. Evidence of Insurance Required Before Work Begins - Neither Association nor Subcontractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract shall have been complied with as outlined below and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
2. Minimum Financial Security Requirements - Any and all companies providing insurance required by this contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide. The ratings for each company must be indicated on the Accord Certificate of Insurance form.
3. For all Contracts, regardless of size, companies providing Insurance of Bonds under this Contract must have a current:
 - a. Best's Rating not less than A-VII and current
 - b. Best's Financial Size Category not less than Class IX.
 - c. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the Association who shall promptly obtain a new policy or bond issued

by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

4. Upon failure of the Association to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Association to take out and / or to maintain any required insurance or bonds shall not relieve the Association from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Association concerning indemnification.
5. Insurance Required For Duration of Contract - Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, including any extensions thereto.
6. Mandatory 30-Day Notice of Cancellation or Material Change - The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30-day notice of cancellation shall appear on the Accord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.
7. City of Atlanta As Additional Insured - The City of Atlanta shall be covered as an Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Accord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation.
8. Mandatory Subcontractor Compliance - Association shall incorporate a copy of these Insurance, Bond requirements in each and every contract with each and every Sub-Contractor of any tier, and shall require each and every Sub-Contractor of any tier to comply with all such requirements. Association agrees that if for any reason Sub-Contractors of any tier fail to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by Association at Association's sole cost and expense.
9. Authorizing and Licensing of Agent - Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions. In addition, each and every agent shall warrant when signing the Accord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

10. Workers' Compensation and Employer's Liability Insurance - The Association shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation

Statutory

Employer's Liability

Bodily Injury by Accident

\$ 100,000 each accident

Bodily Injury by Disease

\$ 100,000 each employee

Bodily Injury by Disease

\$ 500,000 policy limit

11. General Liability Insurance - The Association shall procure and maintain General Liability Insurance in an amount not less than \$ 1,000,000 per occurrence. The following specific extensions of coverage shall be provided and shall be indicated on the Accord Certificate of Insurance:

- a. Comprehensive Form
- b. Personal Injury
- c. Broad Form Property Damage
- d. Premises - Operations

12. Automobile Liability Insurance - The Association shall procure and maintain Automobile Liability Insurance with not less than 500,000 combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

- a. Comprehensive Form
- b. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Association does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the Association's personal automobile policy or the General Liability coverage required under this Agreement.

13. Property Insurance - The Association shall procure and maintain for the life of this Agreement an All Risk Property Insurance, including Flood and Earthquake coverage. The policy must name the City of Atlanta as a Named Insured. The policy will provide for full replacement cost of the physical structures and other real or personal property comprising the facility.

14. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

F. Hold Harmless Agreement

In addition to its agreement to obtain and maintain insurance, as set forth hereinabove, the Association agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees, from: 1) any and all losses, expenses, demands, damages, and claims against the City, and/or its officers, agents and/or employees, which arise out of any intentional bad act or omission, or out of any negligent act or omission of the Association, or of any contractor or subcontractor of the Association, or of any of the Association's officers, agents, or employees; and 2) any and all losses, expenses, demands, damages, and claims which result from any condition created or maintained by the Association, or by any contractor or subcontractor of the Association, or by any of the Association's officers, agents, or employees, which condition was not specified to be created or maintained by this Agreement. The Association further agrees that this agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits or terms of the liability insurance required under this Agreement. Lastly, Association shall incorporate a copy of these Hold Harmless requirements in each and every contract with each and every contractor and subcontractor of any tier, except that the name of the contractor or subcontractor shall be substituted for the word "Association".


G. Non-Discrimination

1. During the performance of this Agreement, the Association agrees to comply with all provisions of Sections 2-1200 and 2-1414 of the Atlanta Code of Ordinances. Furthermore, by execution of this Agreement, the Association certifies that, during the Term of this Agreement, it shall be bound by and comply with the following statement:

"We the supplier of goods, materials, equipment or services covered by this Agreement shall not discriminate against any volunteer, employee, or applicant for volunteerism or employment, because of the race, creed, color, religion, sex, national origin, marital status, domestic relationship status, familial status, political affiliation, parental status, age, physical handicap, sexual orientation, or gender identity of such person."

As used here, the words 'shall not discriminate' shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.



The Association agrees to and shall post in conspicuous places, available to employees and applicants for employment the provisions of the non-discrimination statement above, and the other provisions set forth in this Non-discrimination section, section G, of the Agreement.

2. The Association shall in all solicitation or advertisement of employees, placed by or on behalf of the Association, state that all qualified applicants will receive consideration for the employment without regard to race, creed, color, religion, sex, national origin, marital status, domestic relationship status, familial status, political affiliation, parental status, age, physical handicap, sexual orientation, or gender identity.
3. The Association shall take such action with respect to any contractor or subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Association becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City of Atlanta.
4. The Association shall include the provisions of this non-discrimination section, section G, of the Agreement in every contract and subcontract so that such provisions will be binding upon each contractor and subcontractor.
5. A finding that a refusal by the Association or contractor or subcontractor to comply with any portion of this non-discrimination section, section G, of the Agreement, as herein provided and described, may subject the offending party to cancellation of the Agreement or contract or subcontract as appropriate.

H. Jurisdiction

This Agreement is made and entered into in Fulton County, Georgia. In the event of any dispute, disagreement or action arising under this Agreement, the proper place for determination of such dispute, disagreement or legal action is within the jurisdiction of Fulton County, Georgia and based upon the laws of the State of Georgia.

I. Access

Association shall grant to City unrestricted access to the Pool for operational inspections, repair, maintenance and other purposes as from time-to-time may become necessary.

J. Notice

All notices, demands, requests or replies provided for, permitted or appropriate under this Agreement shall be in writing and may be delivered by any one of the following methods:

- a. By personal delivery;
 - b. By deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below;
 - c. By prepaid telegram; or
 - d. By deposit with an overnight express delivery service.
2. Notice deposited with the United States Postal Service, telegram or express delivery service in the manner described above shall be deemed effective one (1) business day after deposit therein. Notice by personal delivery shall be deemed effective at the time of personal delivery.
 3. For purposes of notice, demand, request, reply or repayment, the address of City shall be:

The Commissioner
City of Atlanta, Department of Parks, Recreation and
Cultural Affairs
City Hall East, Suite 800
675 Ponce de Leon Avenue, NE
Atlanta, Georgia 30308

The address of the Association shall be:


North Atlanta Swim Association, Inc.
c/o The President
P.O. Box 11602
Atlanta, Georgia 30355

K. Termination

Either party to this Agreement shall have the right to terminate the Agreement with or without cause by giving, one unto the other, one hundred and fifty (150) days notice of intent to terminate.

L. Default

1. Either Party shall be in default under this Agreement if the Party fails to keep, perform, observe, or comply with any of the terms, conditions, covenants or requirements set forth



in this Agreement, and does not cure such failure within thirty (30) days after receipt of written notice of such failure from the Commissioner or the Association President, as appropriate, or if such failure cannot be cured within said thirty (30) day period, the Party does not commence such cure within that period and thereafter diligently pursue same to completion. If default is made by either Party, as described in this section K, the other Party may terminate this Agreement upon written notice to the defaulting Party.

2. In the event of default of any of the terms and conditions hereunder, including, but not limited to the obligations placed upon the Association, or upon the termination of this Agreement under any of the other terms hereof, Association agrees to surrender possession of the Pool immediately and hereby grants to City the right of possession thereof, with or without process of law, and the right to expel and to remove Association, its contractor(s) and/or subcontractor(s) or any other person or party who may be occupying the Pool or any part thereof under claim of right by, through or under Association, and City may repossess itself of the Pool as its estate, but such entry of the Pool by City shall not constitute a trespass or forcible entry or detainer. (New paragraph)

M. Obligation

The City's obligation under this Lease to allow use of the Chastain Park Pool Concession Building shall be subject to an amendment to the existing lease with The Galloway Schools, Inc. on the Chastain Park Pool Concession Building which limits the area covered by the existing lease as contemplated in this Lease.

N. Entire Agreement

This Agreement represents the entire and integrated Agreement between the Parties and may be amended only by written instrument signed by both Parties, and said instrument must be authorized by appropriate City legislation.

O. Liability

It is mutually agreed between the Parties hereto that this Agreement shall not become binding on the Association or the City, and neither the Association nor the City shall incur any liability upon the same, until said Agreement has been fully executed by the Mayor and delivered to the Association.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first written above.

(Signature lines on next page)

ATTEST:

CITY OF ATLANTA:

Municipal Clerk

Mayor (Seal)

ATTEST:

NORTH ATLANTA SWIM
ASSOCIATION, INC.:

Corporate Secretary

President (Seal)

APPROVED:

APPROVED:

Commissioner, Department of Parks,
Recreation and Cultural Affairs

Director, Bureau of Purchasing and
Real Estate

RECOMMENDED:

RECOMMENDED:

Director, Bureau of Parks

Director, Bureau of Recreation

APPROVED AS TO FORM:

APPROVED:

City Attorney

Chief Financial Officer

APPROVED:

Chief Operating Officer

AN ORDINANCE
BY COUNCILMEMBER JOYCE M. SHEPERD

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA CHAPTER 2, ARTICLE IV, SECTION 2-195 TO EXPAND THE FUNCTIONS AND DUTIES OF THE ATLANTA WORKFORCE DEVELOPMENT AGENCY; TO INSERT A NEW ARTICLE XI ENTITLED THE ATLANTA COMMUNITY BENEFITS JOBS POLICY, WHICH NEW ARTICLE XI SHALL INCLUDE DIVISION 1 - GENERAL PROVISIONS, DIVISION 2 - FIRST SOURCE JOBS POLICY, DIVISION 3 - ATLANTA JOBS TRAINING AND EMPLOYMENT PLACEMENT POLICY, AND DIVISION 4 - ATLANTA FIRST SOURCE AND JOBS TRAINING OVERSIGHT COMMITTEE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta measures high on national poverty indices, having many neighborhoods throughout the City where 40% or more of the residents are living below the federal poverty level; and

WHEREAS, many residents in these high poverty areas do not possess the job skills or education that would allow them to enter the employment market and to remain employed; and

WHEREAS, in 2007, 35% of City residents had no more than a high school education, and the unemployment rate for the city was 9/3%, compared to 7.2% for the region overall; and

WHEREAS, the City enters into numerous contracts, which contracts result in the party having to employ individuals to fulfill and perform the work required under the contract, and these contracts are funded by public dollars;

WHEREAS, the City has previously enacted a First Source Jobs Policy to create employment opportunities for low-income city residents from contracts let by the City;

WHEREAS, the City plans, facilitates, encourages, stimulates, and supports numerous large development projects which involve public and private sector interests, such as the Atlanta BeltLine, and in so doing, the City often provides directly, or through affiliated entities, such as the Atlanta Development Authority, subsidy to the projects.

WHEREAS, it is the desire and the intention of the Atlanta City Council that the city expenditure of funds pursuant to certain city contracts and through the provision of subsidy to large development projects should provide a benefit to the City's communities in the form of

greater job training and employment opportunities for low-income unemployed and underemployed City residents;

WHEREAS, it is the desire and intention of the Atlanta City Council that the First Source Jobs Policy Advisory Board be reconstituted into a larger First Source and Jobs Training and Employment Placement Oversight Committee.

NOW THEREFORE, the Council of the City of Atlanta, Georgia hereby ordains as follows:

SECTION 1. That Chapter 2, Article IV, Section 2-195 [of the City of Atlanta Code of Ordinances?] is hereby amended to add a new subsection (5), which shall read as follows.

- (5) Administering the First Source Jobs Policy set forth pursuant to Division 2 of Article XI, Chapter 2 of this title and administering the Atlanta Job Training and Employment Placement Program set forth pursuant to Division 3 of Article XI, Chapter 2 of this title.

SECTION 2. That Chapter 2, Article XI, of the City of Atlanta Code of Ordinances is hereby amended to delete the current Article in its entirety and to insert in lieu thereof the following Article, so that said Article shall read as follows.

Article XI. Atlanta First Source, Job Training, and Employment Placement Program

Division 1. General Provisions

Sec. 2-1651. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Apprentice means any person who is enrolled in a Certified Apprentice Program and who either (a) has resided in the City for at least 6 of the 18 months preceding commencement of employment under a Construction Contract or (b) has resided in an Atlanta Housing Authority housing project for at least six months during the 5 years preceding enactment of this Ordinance.

AWDA means the Atlanta Workforce Development Agency.

Beneficiary means the immediate recipient from the City of any Subsidy in an amount equal or greater to \$250,000.

Certified Apprentice Program means a program that is registered with the U. S. Department of Labor that trains participants in construction skills related to specific trades and occupations, and that either (a) has a continuous track record of at least five years in the successful placement of Trainees into employment in the construction trades, or (b) enters into a written agreement with a Pre-Apprenticeship Program to admit and successfully place substantial numbers of Trainees into employment in the construction trades.

City means the City of Atlanta, Georgia and any and all City-controlled entities, agencies, or authorities, including, but not limited to, the Atlanta Development Authority and its affiliated and interlocking agencies and authorities, including Atlanta Beltline, Inc., the Downtown Development Authority of Atlanta and the Urban Residential Finance Authority.

Construction Contract means a contract for the performance of construction work on a Covered Project that is in a face amount of \$250,000 or more.

Construction Contractor means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, trust, unincorporated association or other entity, whether profit or nonprofit, that enters into a Construction Contract, and subcontractors of any tier, regardless of the subcontract amount.

Covered Project means any (a) construction project undertaken pursuant to a contract with the City, and with a dollar value equal to or greater than \$250,000; (b) any development project receiving a Subsidy; (c) any project that is the subject of a Development Agreement; or (d) any project that will be constructed on City-owned or leased land.

Developer means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, trust, unincorporated association or other entity, whether profit or nonprofit, that enters into a Development Agreement with the City, or is developing a project receiving a Subsidy, or is developing a project that will be constructed on City-owned or -leased land.

Development Agreement means an agreement to which the City is a party and that is related the development, rehabilitation, or reuse of real property.

Employment Agreement means a contract meeting the standards set forth in Section 2-1658 below. .

Employer means a Beneficiary, Construction Contractor, Developer, or End User that employs or plans to employ individuals in Permanent Jobs.

End User means any person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, trust, unincorporated association, or other entity, whether profit or nonprofit, that assumes ownership of, leases, subleases, uses or otherwise gains lawful possession of premises located within a Covered Project.

First Source Register means a listing of Low-Income City Residents, including graduates of programs funded by the Workforce Investment Act (WIA), that is compiled and maintained by ADWA pursuant to Sec. 2-1657 below.

Low-Income City Resident means any resident of the City who is eligible for Workforce Investment Act (WIA) services, which includes any recipient of food stamps or public assistance (AFDC, general assistance or SSI), any member of a household with a family income at or below the poverty level as defined by the Federal Office of Management and Budget (OMB) or anyone

with a major barrier to employment such as the handicapped, veterans, teenage parents, high school dropouts, dislocated, laid-off or older workers. Such individuals must be at least 18 years old and, if not a high school graduate, must not have been enrolled in a secondary school or below within the past six months.

Permanent Job means any non-construction position that is performed on-site at a Covered Project.

Pre-Apprenticeship Program means a job training program a majority of whose enrollees are Low-Income City Residents and that prepares individuals to enter into a Certified Apprenticeship program by providing them with skills training that provides an initial introduction to the construction industry, that increases literacy and mathematical skills, and that increases life skills.

Prevailing Wage means the applicable prevailing wage rate set annually by the U.S. Department of Labor for wages and benefits being paid in the Metropolitan Atlanta region for each job classification.

Program means the Atlanta First Source, Job Training and Employment Placement Program established by this article.

Skilled Construction Worker means any person who has completed a Certified Apprentice Program and who either (a) has resided in the City for at least 6 of the 18 months preceding commencement of employment under a Construction Contract or (b) has resided in an Atlanta Housing Authority housing project for at least six months during the 5 years preceding enactment of this Ordinance..

Subsidy means direct or indirect assistance by the City that benefits a private party and that causes the City to incur a material cost or to make a material expenditure of public funds, including, but not limited to, grants or loans administered by the City, proceeds from tax allocation district bonds, tax abatements or deferrals, infrastructure improvements made for the purpose of facilitating or supporting a redevelopment project, land sale, or a ground lease.

Trainee means a Low-Income City Resident that is enrolled in a Pre-Apprenticeship Program listed on the registry established pursuant to Section 2-_____

Trust Fund shall mean the trust fund established pursuant to Section 2-1653 of this Division.

Sec. 2-1652 Severability.

If any provision of this article shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this article.

Sec. 2-1653 Trust Fund.

There shall be a trust fund established for the purpose of providing funds for the administration of the Program. Each Beneficiary or Developer shall pay into the Trust Fund an amount equal to 1.5% of the total amount of Subsidy received by that Beneficiary or Developer related to any Covered Project. Such payments shall be made on a pro rata basis as project cost are paid over the course of development or completion of the Covered Project, and such payments shall be deposited into Account Number _____. Funds shall not be used for any other purpose unrelated to the administration of the Program.

Section 2-1654 Intergovernmental Agreements; Bid Specifications.

The City shall include in any intergovernmental agreement to which it becomes a party, bid specification it issues, or other similar document relating to Subsidy or a Covered Project, provisions that ensure compliance with this article by the appropriate parties.

Division 2. First Source Jobs Policy

Sec. 2-1655. AWDA Duties

The duties of AWDA shall include the following:

- (1) Administration of this division.
- (2) Establishment of written procedures to effectuate this division.
- (3) Approval of Employment Agreements.
- (4) Provision of all necessary forms, applications, documents and papers necessary to comply with this article.

Sec. 2-1656 Office of Contract Compliance Duties

Working in conjunction with AWDA, the Office of Contract Compliance duties are:

- (1) Make determinations in writing as to whether Employers are in compliance with this division and any related AWDA procedures.
- (2) Make determinations as to whether any of the penalties set forth in section 2-1657 for noncompliance are appropriate.
- (3) Notify an affected party by registered mail that the party has the right to appeal a determination of noncompliance with this article to the contract compliance hearing officer within seven days of receipt of the notice of noncompliance.

- (5) Notify the chief procurement officer or other appropriate City officials of any determination of noncompliance with the requirements of this article and any appeal from such determination of noncompliance.

Sec. 2-1657. First Source Register.

- (a) AWDA shall compile and maintain a First Source Register.
- (b) In compiling and maintaining the First Source Register, AWDA shall contact the Georgia Department of Labor, community-based organizations, welfare agencies and any other agency whose primary target group is the economically disadvantaged.

Sec. 2-1658. First Source Hiring for Permanent Jobs.

- (a) In filling all Permanent Jobs, each Employer will review job applicants exclusively from the the First Source Register for a period of at least seven days prior to reviewing job applicants from any other source.
- (b) Each Employer will maintain as a goal that 50 percent of PermanentJobs under that Employer's control will be filled with individuals from the First Source Register
- (c) Each Employer will make good faith efforts to attain the above goal.
- (d) Each Employer will make good faith efforts to hire Low-Income City Residents for all Permanent Jobs that are under the Employer's control.
- (e) Each Employer will enter into an Employment Agreement with the City and ADWA that includes the above provisions of this Section.
- (f) Each Developer, with respect to a Covered Project, shall include with any deed, lease, sublease or other agreement or document relating to the sale, rental, lease, use, or operation of space within a Covered Project a provision requiring compliance with this Division.
- (g) Each Employer shall require the execution of an Employment Agreement by any transferee or assignee that, by virtue of the transfer or assignment, becomes or will become an Employer.

Division 3 Atlanta Construction Job Training and Employment Placement Policy

Sec. 2-1660 Pre-Apprenticeship Programs Registry.

AWDA shall develop and maintain a registry of Pre-Apprenticeship Programs. To be listed on the Pre-Apprenticeship Programs Registry, such program must provide reasonable evidence to AWDA that it is able to meet the objective of preparing students to enter a Certified Apprenticeship Program. Such evidence must include at minimum of a 120 hour curriculum that covers the topics of the Occupational Health and Safety Administration 10 hour construction safety training, CPR and First Aid Training and Certification, blueprint reading, orientation, math skills, industry history, industry awareness, and tools and materials. AWDA shall have the authority to develop whatever programs it deems desirable to identify, encourage, assist, and support the establishment and maintenance of Pre-Apprenticeship Programs in the City and to monitor the performance of such Pre-Apprenticeship Programs in fulfilling the mission of preparing Low-Income City Residents for entry into Certified Apprentice Programs.

Sec. 2-1661. Certified Apprentice Programs Registry.

AWDA shall develop and maintain a registry of Certified Apprenticeship Programs.

Sec. 2-1662 Targeted Hiring Requirements; Prevailing Wages.

- (a) At least 10% of all construction work hours performed under a Construction Contract shall be performed by Apprentices. In determining compliance with this provision, construction work hours performed by individuals who are residents of states other than Georgia shall be excluded from the calculation.
- (b) At least fifty percent (50%) of all construction work hours performed under a Construction Contract shall be performed by Skilled Construction Workers. In determining compliance with this provision, construction work hours performed by individuals who are residents of states other than Georgia shall be excluded from the calculation.
- (c) Each Construction Contractor shall include a hiring plan explaining how it will meet the above targeted hiring requirements of this Section with any bid submission related to a Construction Contract, which shall include a listing of anticipated construction work hours by trade.
- (d) Each Construction Contractor shall pay Prevailing Wages for all construction work hours performed under a Construction Contract.

- (e) The City and each Developer and Construction Contractor shall ensure that the above requirements of this Section are included as material terms in any Construction Contract.

Sec. 2-1663 Good Faith Efforts to Comply.

Where a Construction Contractor has not met the requirements of subsections 2-1662 (a) and (b) above, that Construction Contractor may be deemed to be in compliance with those subsections where it can show that it has attempted in good faith to comply by demonstrating that it did all of the following:

- (a) contacted all Certified Apprentice Programs on the AWDA registry to identify Apprentices;
- (b) convened pre-bid and pre-construction meetings to educate its managers and subcontractors on the requirements of this policy;
- (c) developed and submitted a detailed, realistic hiring plan for meeting the targeted hiring requirements;
- (d) contacted AWDA to seek its assistance with identifying Apprentices;
- (e) Provided regular reports to AWDA on its compliance prior to and during its work on the Converged Project; and
- (d) documented why despite these efforts, it was unable to meet the requirements of this Section 2-1662.

Division 4 Atlanta First Source and Jobs Training Oversight Committee

Sec. 2-1676. Composition; qualifications; terms of office.

- (a) The first source policy advisory board shall be hereby reconstituted and renamed the Atlanta Community Benefits Jobs Policy Oversight Committee. The Committee shall be composed of 13 members who shall select a chair from the membership of the board. The Mayor shall select nine members of the Committee, who shall have the following occupational or professional backgrounds or entity affiliations:
 - (1) one appointee shall have a demonstrated background in job training programs or activities;
 - (2) one appointee shall have a demonstrated background in job placement;
 - (3) one appointee shall have a demonstrated background as an owner or executive in a business that employs more than 100 persons;

- (4) one appointee shall have a demonstrated background in commercial development;
- (5) one appointee shall have a demonstrated background as a member of a buildings or trade union;
- (6) one appointee shall have a demonstrated background in either public or vocational education;
- (7) one appointee shall have a demonstrated background in social services;
- (8) one appointee shall be a member of the AWDA Board of Directors; and
- (9) one appointee shall be a member of the Atlanta Development Authority Board of Directors.

The President of the Atlanta City Council shall have one appointment. Three members of the Committee shall be selected by the Atlanta City Council based upon the following procedures. Each set of four district council members and the corresponding at large councilmember shall nominate one member of the Committee. If the nomination is unanimous from the five councilmembers, then such nominee shall become a member of the Committee without need for further council action. If there is a division among a set of five councilmembers, then a person receiving the support of a majority of such councilmembers shall be presented to the full council for confirmation. Neither the Mayor's appointees nor the Council President's appointees shall require council confirmation. The City's Chief Procurement Officer, or his/her designee, the City's Commissioner of Human Resources or his/her designee and the Director of the Office of Contract Compliance or his/her designee shall serve as ex-officio, nonvoting members of the Committee. AWDA shall provide the staff necessary to support the activities and functions of the Committee.

- (g) Upon election of the Chair of the Committee, the chair shall create three classes of board members, one class of four members with a one year term, a second class of four members with a two year term and a third class of five members with a three year term. After these initial classes are established, all Committee member terms shall be for three years. Each Committee members whose term has expired shall serve until their successor has been appointed and taken office.
- (h) Vacancies shall be filled for an unexpired term in the same manner and from the same membership classifications as the initial appointment. No person shall serve as a member longer than two full three year terms. For purposes of applying this term limit, the one year and two year terms of the initial committee members shall not count against this limit.

Sec. 2-1677 Compensation.

Each member of the first source policy advisory board shall be paid \$25.00 for each meeting that the board member attends, but the total amount so paid any member shall not exceed the sum of \$300.00 in any one calendar year.

Sec. 2-1678 Staff.

The executive branch shall provide such staff as is required for the efficient operation of the Committee.

Sec. 2-1679 Annual Report

AWDA shall issue on or before March 1st of each calendar year an annual report setting forth pertinent details regarding the City's progress under this article, statistics showing the placement of Low-Income City Residents into Permanent Jobs, and the utilization of Apprentices and Skilled Construction Workers under by Construction Contractors. AWDA shall issue this annual report to the Committee, to all members of the Atlanta City Council and the Mayor. In addition, AWDA shall make a verbal presentation to the Committee and to the committee of purview of the Atlanta City Council.

Division 5. Penalties

Sec. 2-1680. Penalties.

Upon a determination by the Office of Contract Compliance that a Beneficiary, Construction Contractor, Developer or End User has failed to comply with any portion of this article, the City may impose any or all of the following penalties, based upon a determination of the severity of the noncompliance by the beneficiary or contractor:

- (1) Withholding from the Beneficiary, Contractor, or Developer in violation ten percent of all future payments under the Covered Project or the Construction Contract until it is determined that the Beneficiary or Contractor is in compliance.
- (2) Refusal of all future bids on city projects or applications for financial assistance in any form from the city or any of its departments or divisions, until such time as the Beneficiary, Contractor or Developer demonstrates that it has cured its previous noncompliance.
- (3) Cancellation of the Covered Project.

These penalties are in addition to whatever additional remedies may be available to the City under the Construction Agreements, any other agreement with the Beneficiary, Contractor, or Developer, or at law or equity.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Atlanta Community Job Training & Employment Policy Proposal

The purpose of this document is to outline the basic components of the proposed revisions to the City of Atlanta's existing First Source Jobs Policy, which will reconstitute the components of that policy into the Atlanta Community Job Training and Employment policy. The implementation of the program will still fall within the Atlanta Workforce Development Agency.

Proposed Policy Revisions

- ***Expanding Job Creation:***
 - Existing First Source Policy – Requires that local residents be hired for 50% of all entry level jobs, defined as any non-managerial, nonprofessional or nontechnical job position
 - Proposed Change – The proposed policy would expand job opportunities from entry level positions only to include goals of 50% of all positions for both unskilled workers and those workers with advanced skills or enrolled in training programs to receive advanced skills.
 - ***Defining Measurements by Job Type:***
 - Existing First Source Policy – Utilizes the same goals and measurements for all types of jobs created by a contract.
 - Proposed Change – The proposed policy would distinguish between permanent jobs and construction jobs in order to ensure the accurate measurement and evaluation of the unique job types and skill sets.
 - ***Construction Skills Development:***
 - Existing First Source Policy – No reference to skills development or workforce development concerns.
 - Proposed Change – The proposed policy would clearly define the requirements for the use of pre-apprenticeship and certified apprenticeship programs in meeting the construction job goals in the policy to ensure that residents are gaining long-term skills and work potential as a result of the program.
 - ***Creation of a Trust Fund:***
 - Existing First Source Policy – No specified funding mechanism
 - Proposed Change – The proposed policy would create a permanent funding mechanism for the Atlanta Citywide Job Training and Employment Policy by ensuring that 1.5% of all subsidies are placed into an account to fund the administration of the program.
 - ***Oversight Committee:***
 - Existing First Source Policy – Requires the creation of a First Source Advisory Board
 - Proposed Change – The proposed policy would reconstitute the First Source Advisory Board into an Oversight Committee constituted of members with expertise in a variety of fields related to job placement and training. In addition, the Committee would include ex-officio members representing the City of Atlanta Procurement office and the Human Resources department to ensure on-going coordination.
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AN ORDINANCE BY
COUNCILMAN H. LAMAR WILLIS

10-9-1986
AN ORDINANCE TO AMEND SECTION 110-38, ENTITLED
"FUNCTIONS AND DUTIES OF BUREAU OF CULTURAL AFFAIRS"
OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA,
GEORGIA SO AS TO ADD A NEW SUBSECTION (7) WHICH SHALL
AUTHORIZE THE BUREAU OF CULTURAL AFFAIRS TO
ADMINISTER A PUBLIC ART MURALS PROGRAM; TO WAIVE
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSE

WHEREAS, the City Council recognizes that visual arts contribute to and provide experiences that enrich and better the social and physical environment of the community, and desires to foster an advancement of the visual arts within the City of Atlanta; and

WHEREAS, such recognition can be implemented through the creation and implementation of a public art murals program; and

WHEREAS, Section 110-38 of the Code of Ordinances of the City of Atlanta, Georgia must be amended in order to authorize the Bureau of Cultural Affairs to implement and administer a public art murals program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

Section 1: Section 110-38, entitled "Functions and duties of bureau of cultural affairs" of the Code of Ordinances of the City of Atlanta, Georgia, which currently provides as follows:

Sec. 110-38. Functions and duties of bureau of cultural affairs.

The functions and duties of the bureau of cultural affairs shall include:

- (1) Operating and scheduling the use of the cyclorama and other special recreational and cultural facilities of the city;
- (2) Developing, implementing and monitoring special cultural events programs;
- (3) Administering a program of municipal support of the arts;
- (4) Oversight responsibility of the contract for Zoo Atlanta;
- (5) Establishing, organizing and maintaining a network and strategy to respond to the demand for the city's officials to support a variety of cultural community initiatives; and
- (6) Developing policies and procedures to implement the public art master plan.

Is hereby amended by adding a new subsection (7) which shall provide as follows:

(7) Administering a public art murals program.

So that when amended, said Section 110-38 shall provide as follows:

- (1) Operating and scheduling the use of the cyclorama and other special recreational and cultural facilities of the city;
- (2) Developing, implementing and monitoring special cultural events programs;
- (3) Administering a program of municipal support of the arts;
- (4) Oversight responsibility of the contract for Zoo Atlanta;
- (5) Establishing, organizing and maintaining a network and strategy to respond to the demand for the city's officials to support a variety of cultural community initiatives;
- (6) Developing policies and procedures to implement the public art master plan; and
- (7) Administering a public art murals program.**

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of any such conflict.

AN ORDINANCE BY
COUNCILMAN H. LAMAR WILLIS

10-0-1987
AN ORDINANCE TO AMEND CHAPTER 46, ENTITLED "CIVIC AND CULTURAL AFFAIRS" OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA BY CREATING A NEW ARTICLE IV TO BE ENTITLED "PUBLIC ART MURALS"; TO PROVIDE FOR THE STRUCTURE AND FRAMEWORK WHICH SHALL GOVERN THE ADMINISTRATION OF THE PUBLIC ART MURALS PROGRAM; TO WAIVE CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the City Council recognizes that visual arts contribute to and provide experiences that enrich and better the social and physical environment of the community, and desires to foster an advancement of the visual arts within the City of Atlanta; and

WHEREAS, such recognition can be implemented through the creation and implementation of a public art murals program.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

Section 1: Chapter 46, entitled "Civic and Cultural Affairs" of the Code of Ordinances of the City of Atlanta, Georgia, is hereby amended by creating a new Article IV to be entitled "Public Art Murals" which shall provide as follows:

Sec. 46-83. Public mural program intent and purpose.

The intent and purpose of this article is to encourage the production of public murals. Public murals are a medium of expression which serves the public interest in unique ways, including, but not limited to: enhancing the aesthetics of the City; providing avenues for original artistic expression in the City; providing public edification through access to original works of public art; encouraging community participation in the creation of original works of art; and reducing the incidence of graffiti and other crime. Public murals can increase community identity and foster a sense of place if they are located at heights and scales visible to pedestrians, are retained for longer periods of time and include a neighborhood involvement process.

Sec. 46-84. Public murals; creation.

No person shall commence creation of any public mural without first obtaining approval from the Bureau of Cultural Affairs.

Sec. 46-85. Procedures, mandatory criteria for public murals.

The Bureau of Cultural Affairs shall adopt procedures and standards setting forth the requirements for creation, approval, and acceptance of public murals in the City. At a minimum, the standards shall include the following:

(a) Public murals shall remain in place, without alterations, for a period of not less than seven years, except as may specified by the Bureau of Cultural Affairs in the conditions of approval.

(b) In historic districts, public murals may only be allowed on buildings that are non-historic non-contributing buildings or structures. Murals in historic districts shall not be allowed on a building façade. For purposes of this paragraph, the building façade is defined as the wall that contains the main entrance onto the premises.

(c) No public murals shall be allowed on single family dwellings, duplexes, or multi-family dwellings. As used in this subsection, single family dwellings, duplexes, or multi-family dwellings does not include mixed-use buildings which contain a single family dwelling, duplex, or multi-family dwellings.

(d) No public mural may contain electrical components, three dimensional structural elements; employ electrical lights as part of the image, moving structural elements, flashing or sequential lighting, interior lighting elements, any automated method that causes movement, or any method that causes periodic changes in the appearance of the public mural or changes the mural image or message.

(e) Public murals shall be located in a manner and at locations that are accessible and visible to the public.

(f) The approval and acceptance of each public mural shall be contingent upon the conveyance of a public mural easement to the City from the owner of the building upon which the mural will be located, in a form approved by the City Attorney. The terms of the easement shall grant the right to create the public mural on the wall of the building and provide that the person granting the easement will maintain and restore the public mural in its original condition for the period of the easement, and state that upon termination of the easement the mural shall be removed and the building restored to its prior condition.

Sec. 46-86. Public mural neighborhood involvement.

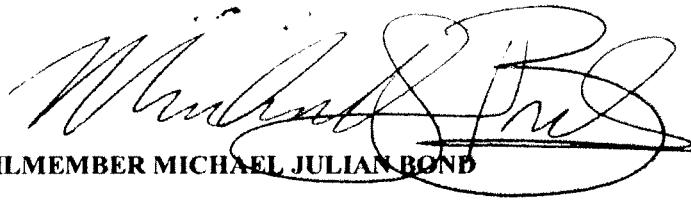
Prior to approving a public mural, the Community Development/Human Resources Committee shall hold a public hearing at which interested members of the public may review and comment upon the proposed public mural. Written notice of the hearing shall be provided to the neighborhood planning unit in which the public mural is proposed to be located, and public notice shall be given no later than thirty days before the hearing.

Sec. 46-87. Public mural trust fund.

(a) There is established a special trust fund designated as the Public Mural Trust Fund into which monetary contributions shall be deposited and from which expenditures may be made to assist in the fabrication, installation, maintenance, conservation, management, community education, documentation and registration of public art. The Public Art Trust Fund shall consist of funds appropriated by the City and funds given to the City from public or private sources.

(b) Disbursements shall be made according to the terms of this Chapter and any procedures adopted by the Salem Public Arts Commission. The Salem Public Arts Commission will report annually to the City Council on the disbursement of funds from the Public Art Trust Fund.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of any such conflict.



11-0-0082

ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND**ORDINANCE AMENDING THE 2011 (COMMUNITY DEVELOPMENT FUND) BUDGET BY ANTICIPATING AND APPROPRIATING \$719,095.43 FOR THE PURPOSE OF REPROGRAMMING FUNDS UNDER THE HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP) OF THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009; AND FOR OTHER PURPOSES**

WHEREAS, in July 20, 2009 the City of Atlanta received a \$3,441,091 grant from the U. S. Department of Housing and Urban Development (HUD) to implement the Homelessness Prevention and Rapid Re-Housing Program (HPRP), a program under the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, ARRA requires grantees to expend 60 percent of their HPRP grant funds within two years of the date that funds become available to the grantees; if the City is unable to expend 60% of its HPRP grant by July 19, 2011, HUD may recapture the unused HPRP funds and reallocate them to other jurisdictions; and

WHEREAS, HPRP is a new program, with complicated and continuously evolving regulatory guidance, restrictive eligibility rules, and an unprecedented level of demand from potential clients which has been difficult to manage, especially for non-profit agencies already struggling with reduced resources and staff as a result of the ongoing economic crisis; and

WHEREAS, in consequence, some agencies participating in the City's HPRP over-estimated their ability to expend the HPRP funding on schedule, and the City is at risk of failing to meet the 60% expenditure deadline unless HPRP funding is moved from slow-spending projects to those spending more timely; and

WHEREAS, the following projects have demonstrated the ability to spend additional funding expeditiously, in the provision of homeless prevention and re-housing services under HPRP:

<u>Project</u>	<u>Allocation</u>
Atlanta Center for Self-Sufficiency	\$63,100.00
Emergency Aid and Family Empowerment	25,500.00
Feed The Hungry HELP Program	29,200.00
HOPE Atlanta Homeless Prevention and Rapid Re-Housing	238,200.00
HPRP Data Collection	21,852.00
Legal Services for Housing Problems	58,100.00
Midtown Assistance Center HPRP	58,100.00
Project Connect at Gateway (24/7 Gateway LLC)	225,043.43
TOTAL	<u>\$5719,095.43</u>

WHEREAS, the following projects have slow implementation and the funds shown below need to be reprogrammed:

<u>Project</u>	<u>Allocation</u>
Clifton Living	\$100,000.00
Community Concerns Rapid Re-Housing	135,000.00
HPRP Administration	100,332.43
Rapid Re-Housing @ HOPE	83,564.23
Samaritan Housing Program	237,180.92
St. Jude's Homeless Prevention	63,017.85
TOTAL	<u>\$5719,095.43</u>

WHEREAS, these projects have obtained the necessary environmental clearances from the U.S. Department of Housing and Urban Development and are ready for implementation; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the 2011 Community Development Fund Budget be and are amended as shown on the Attachment 1.

Section 2: That all ordinances and parts of ordinances in conflict with this ordinance are hereby waived to the extent of the conflict.

2011 COMMUNITY DEVELOPMENT FUND BUDGET

REDUCE ANTICIPATIONS (CDBG REVENUE)

Project	Task	Award	Account	Proj Org	Func Act
04210600	xxx	220131871	3311101	040208	5410000
04210602	xxx	220131871	3311101	040208	5410000
04210583	xxx	220131871	3311101	040208	5410000
04210597	xxx	220131871	3311101	040208	5410000
04210599	xxx	220131871	3311101	040208	5410000
04210590	xxx	220131871	3311101	040208	5410000

Amount

\$100,000.00	Clifton Living (EXE DIR Human Services/Welfare Admin)
135,000.00	Community Concerns Rapid Re-Housing (EXE DIR Human Services/Welfare Admin)
100,332.43	HPRP Administration (EXE DIR Human Services/Welfare Admin)
83,564.23	Rapid Re-Housing @ HOPE (EXE DIR Human Services/Welfare Admin)
237,180.92	Samaritan House Program (EXE DIR Human Services/Welfare Admin)
63,017.85	St. Jude's Homeless Prevention (EXE DIR Human Services/Welfare Admin)
<u>\$719,095.43</u>	

TRANSFER FROM APPROPRIATIONS (CDBG BUDGET)

Project	Task	Award	Account	Proj Org	Func Act
04210600	xxx	220131871	5*****	040208	5410000
04210602	xxx	220131871	5*****	040208	5410000
04210583	xxx	220131871	5*****	040208	5410000
04210597	xxx	220131871	5*****	040208	5410000
04210599	xxx	220131871	5*****	040208	5410000
04210590	xxx	220131871	5*****	040208	5410000

Amount

\$100,000.00	Clifton Living (EXE DIR Human Services/Welfare Admin)
135,000.00	Community Concerns Rapid Re-Housing (EXE DIR Human Services/Welfare Admin)
100,332.43	HPRP Administration (EXE DIR Human Services/Welfare Admin)
83,564.23	Rapid Re-Housing @ HOPE (EXE DIR Human Services/Welfare Admin)
237,180.92	Samaritan House Program (EXE DIR Human Services/Welfare Admin)
63,017.85	St. Jude's Homeless Prevention (EXE DIR Human Services/Welfare Admin)
<u>\$719,095.43</u>	

2011 COMMUNITY DEVELOPMENT FUND BUDGET

ADD TO ANTICIPATIONS (CDBG REVENUE)

Project	Task	Award	Account	Proj Org	Func Act
04210587	xxx	220131871	3311101	040208	5410000
04210594	xxx	220131871	3311101	040208	5410000
04210595	xxx	220131871	3311101	040208	5410000
04210591	xxx	220131871	3311101	040208	5410000
04210584	xxx	220131871	3311101	040208	5410000
04210588	xxx	220131871	3311101	040208	5410000
04210592	xxx	220131871	3311101	040208	5410000
04210603	xxx	220131871	3311101	040208	5410000

Amount	
\$63,100.00	Atlanta Center for Self-Sufficiency (EXE DIR Human Services/Welfare Admin)
25,500.00	Emergency Aid & Family Empowerment (EXE DIR Human Services/Welfare Admin)
29,200.00	Feed The Hungry HELP Program
238,200.00	HOPE Atlanta Homeless Prevention & Rapid Re-Housing (EXE DIR Human Services/Welfare Admin)
21,852.00	HPRP Data Collection (EXE DIR Human Services/Welfare Admin)
58,100.00	Legal Services for Housing Problems (EXE DIR Human Services/Welfare Admin)
58,100.00	Midtown Assistance Center HPRP (EXE DIR Human Services/Welfare Admin)
225,043.43	Project Connect at Gateway (EXE DIR Human Services/Welfare Admin)
<u>\$719,095.43</u>	

TRANSFER TO APPROPRIATIONS (CDBG BUDGET)

Project	Task	Award	Account	Proj Org	Func Act
04210587	xxx	220131871	5*****	040208	5410000
04210594	xxx	220131871	5*****	040208	5410000
04210595	xxx	220131871	5*****	040208	5410000
04210591	xxx	220131871	5*****	040208	5410000
04210584	xxx	220131871	5*****	040208	5410000
04210588	xxx	220131871	5*****	040208	5410000
04210592	xxx	220131871	5*****	040208	5410000
04210603	xxx	220131871	5*****	040208	5410000

Amount	
\$69,700.00	Atlanta Center for Self-Sufficiency (EXE DIR Human Services/Welfare Admin)
37,200.00	Emergency Aid & Family Empowerment (EXE DIR Human Services/Welfare Admin)
34,800.00	Feed The Hungry HELP Program
238,200.00	HOPE Atlanta Homeless Prevention & Rapid Re-Housing (EXE DIR Human Services/Welfare Admin)
21,852.00	HPRP Data Collection (EXE DIR Human Services/Welfare Admin)
58,100.00	Legal Services for Housing Problems (EXE DIR Human Services/Welfare Admin)
58,100.00	Midtown Assistance Center HPRP (EXE DIR Human Services/Welfare Admin)
225,043.43	Project Connect at Gateway (EXE DIR Human Services/Welfare Admin)
<u>\$719,095.43</u>	

11-R-0081

A RESOLUTION BY COUNCILMEMBER MICHAEL JULIAN BOND

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS AMENDMENTS TO CONTRACTUAL AGREEMENTS OF PROJECTS FUNDED UNDER THE HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM (HPRP) OF THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF 2009; AND FOR OTHER PURPOSES

WHEREAS, the projects adopted by the City Council and approved by the Mayor under the Homelessness Prevention and Rapid Re-Housing Program of the American Recovery and Reinvestment Act (ARRA) of 2009 have been underway since September 2009; and

WHEREAS, some of these projects have slow expenditures, which requires funds to be reallocated to projects which are expending on schedule; and

WHEREAS, contract amendment authorizations are needed for these projects receiving additional funding; and

WHEREAS, the City has obtained release of funds from the U.S. Department of Housing and Urban Development (HUD) for these projects, based on the filing of environmental clearances.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor or his designee be and is authorized hereby to enter into various amendments to contractual agreements for the following Homelessness Prevention and Rapid Re-Housing projects:

<u>Project Name</u>	<u>Contractor</u>	<u>Amended Amount Not To Exceed</u>	<u>Charged To And Paid From Project/Task/Award/Expense Type</u>	<u>Contract Term Not To Exceed (months)</u>
Atlanta Enterprise Center HPRP Program	Atlanta Center for Self-Sufficiency	\$337,620.00	04210587/xxx/220131870/5239004	27
Emergency Aid & Family Empowerment	Action Ministries dba Atlanta Urban Ministries	\$214,343.00	04210594/xxx/220131870/5239004	27
Feed The Hungry HELP Program	Martin Luther King Poor People's Church of Love dba Hosea Feed The Hungry	\$137,327.00	04210595/xxx/220131870/5239004	27
HPRP Data Collection	Pathways Community Network	\$56,000.00	04210584/xxx/220131870/5239004	30
HOPE Atlanta Homeless Prevention & Rapid Re-Housing	Travelers Aid of Metropolitan Atlanta	\$506,120.00	04210591/xxx/220131870/5239004	27
Legal Services for Housing Problems	Atlanta Legal Aid Society	\$219,491.00	04210588/xxx/220131870/5239004	27
Midtown Assistance Center HPRP	Midtown Assistance Center	\$166,227.00	04210592/xxx/220131870/5239004	27
Project Connect at Gateway	24/7 Gateway LLC	324,158.97	04210603/xxx/220131870/5239004	24

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare the appropriate contractual agreements for execution by the Mayor or her designee.

BE IT FURTHER RESOLVED, that said contractual agreements shall not become binding on the City and the City shall incur no liability upon same until such contracts is approved by the City Attorney as to form, executed by the Mayor or her designee, attested to by the Municipal Clerk, and delivered to the contracting parties.

BE IT FINALLY RESOLVED, that all resolutions and parts of resolutions in conflict with this resolution are hereby waived to the extent of the conflict.

10 R-2009

A SUBSTITUTE RESOLUTION

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO SEPARATE CONTRACTS WITH ATLANTA DEVELOPMENT AUTHORITY (ADA), GEORGIA INSTITUTE OF TECHNOLOGY, AND ATLANTA BELTLINE INC. IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED-TWENTY EIGHT DOLLARS (\$163,528.00) FOR RESEARCH AND TECHNICAL ASSISTANCE SERVICES FOR THE BROWNFIELDS SMALL AREA-WIDE PLANNING PILOT GRANT AWARDED TO THE CITY BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA); AND FOR OTHER PURPOSES.

WHEREAS, brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant; and

WHEREAS, cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands; and

WHEREAS, the redevelopment of brownfields is an important element of city planning documents, including but not limited to, the Comprehensive Development Plan, and the Beltline Redevelopment Plan; and

WHEREAS, the City, through previous assessment grants awarded by the U.S. Environmental Protection Agency (EPA), has identified and assessed potential brownfield sites throughout the City as the first step in the process of reclaiming and redeveloping brownfield properties; and

WHEREAS, the City, in partnership with Atlanta Development Authority, Georgia Institute of Technology (Georgia Tech), and Atlanta Beltline, Inc. (ABI) submitted a research grant proposal to EPA to further study brownfields in the project area attached as Exhibit A; and

WHEREAS, the EPA selected the City, as one of the twenty three local government nationwide, to receive a brownfields small-area-wide planning grant (EPA grant) in the maximum amount of \$175,000; and

WHEREAS, the City desires to engage the services of ADA, ABI and Georgia Tech to assist the Office of Planning, as project manager, in completing the terms of the EPA grant, including but not limited to the brownfields planning and implementation document

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor is hereby authorized, on behalf of the City, to enter into a Memorandum of Understanding with the Atlanta Development Authority in an amount not to exceed Ninety Three Thousand Six Hundred-Twenty Eight Dollars (\$93,628.00) for the purpose

of market analysis and research and technical assistance for the EPA funded Brownfields Small Area Pilot Planning Project.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized, on behalf of the City, to enter into a Memorandum of Understanding with the Georgia Institute of Technology in an amount not to exceed Forty Thousand Dollars (\$40,000.00) for the purpose of GIS services, industrial research and technical assistance for the EPA funded Brownfields Small Area Pilot Planning Project.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized, on behalf of the City, to enter into a Memorandum of Understanding with Atlanta Beltline, Inc. in an amount not to exceed Twenty Nine Thousand Nine Hundred Dollars (\$29,900.00) for the purpose of research and technical assistance for the EPA funded Brownfields Small Area Pilot Planning Project.

BE IT FURTHER RESOLVED , that all costs shall be charged to and paid from fund, account and center number 250401 1001 5212001.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare appropriate contracts for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreements will not become binding upon the City and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to each of the contracting parties.

**ITEMS
REMOVED
FROM
CONSENT AGENDA**

I.D.#: 10-R-2009
PAGE: Seven
BY: Shapedel
COMMITTEE: CD/HR

DATE: 1/3/11

A RESOLUTION**BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO SEPARATE CONTRACTS WITH ATLANTA DEVELOPMENT AUTHORITY (ADA), GEORGIA INSTITUTE OF TECHNOLOGY, AND ATLANTA BELTLINE INC. IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED-TWENTY DOLLARS (\$137,520.00) FOR RESEARCH AND TECHNICAL ASSISTANCE SERVICES FOR THE BROWNFIELDS SMALL AREA-WIDE PLANNING PILOT GRANT AWARDED TO THE CITY BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA); AND FOR OTHER PURPOSES.

WHEREAS, brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant; and

WHEREAS, cleaning up and reinvesting in these properties protects the environment, reduces blight, and takes development pressures off greenspaces and working lands; and

WHEREAS, the redevelopment of brownfields is an important element of city planning documents, including but not limited to, the Comprehensive Development Plan, and the Beltline Redevelopment Plan; and

WHEREAS, the City, through previous assessment grants awarded by the U.S. Environmental Protection Agency (EPA), has identified and assessed potential brownfield sites throughout the City as the first step in the process of reclaiming and redeveloping brownfield properties; and

WHEREAS, the City, in partnership with Atlanta Development Authority, Georgia Institute of Technology (Georgia Tech), and Atlanta Beltline, Inc. (ABI) submitted a research grant proposal to EPA to further study brownfields in the project area attached as Exhibit A; and

WHEREAS, the EPA selected the City, as one of the twenty three local government nationwide, to receive a brownfields small-area-wide planning grant (EPA grant) in the maximum amount of \$175,000; and

WHEREAS, the City desires to engage the services of ADA, ABI and Georgia Tech to assist the Office of Planning, as project manager, in completing the terms of the twenty-four month EPA grant, including but not limited to the brownfields planning and implementation document

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES, that the Mayor is hereby authorized, on behalf of the City, to enter into a contractual agreement with the Atlanta Development Authority in an amount not to exceed Seventy Five Thousand Dollars (\$75,000.00) for the purpose of market analysis and research and technical assistance for the EPA funded Brownfields Small Area Pilot Planning Project.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized, on behalf of the City, to enter into a contractual agreement with the Georgia Institute of Technology in an amount not to exceed Forty Thousand Dollars (\$40,000.00) for the purpose of GIS services, industrial research and technical assistance for the EPA funded Brownfields Small Area Pilot Planning Project.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized, on behalf of the City, to enter into a contractual agreement with Atlanta Beltline, Inc. in an amount not to exceed Twenty Two Thousand Five Hundred Twenty Dollars (\$22,520.00) for the purpose of research and technical assistance for the EPA funded Brownfields Small Area Pilot Planning Project.

BE IT FURTHER RESOLVED , that all costs shall be charged to and paid from fund, account and center number 250401 1001 5212001.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare appropriate contracts for execution by the Mayor.

BE IT FINALLY RESOLVED, that the agreements will not become binding upon the City and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to each of the contracting parties.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: CDHR

Caption:

A RESOLUTION

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO SEPARATE CONTRACTS WITH ATLANTA DEVELOPMENT AUTHORITY (ADA), GEORGIA INSTITUTE OF TECHNOLOGY, AND ATLANTA BELTLINE INC. IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED-TWENTY DOLLARS (\$137,520.00) FOR RESEARCH AND TECHNICAL ASSISTANCE SERVICES FOR THE BROWNFIELDS SMALL AREA-WIDE PLANNING PILOT GRANT AWARDED TO THE CITY BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA); AND FOR OTHER PURPOSES.

Council Meeting Date: December 6, 2010

Requesting Dept.: DPCD

FAC confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The City and the Atlanta Development Authority, the Georgia Technical Institute, and the Atlanta Beltline Inc., submitted a joint proposal to the USEPA for a research and planning grant to research and develop an implementation plan in districts 12 and 4.

2. Please provide background information regarding this legislation.

The Office of Planning through previous brownfield grants has identified brownfield sites throughout the City and this research grant will allow the City to concentrate on one specific project area.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) Source Selection:

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract:

4. Fund Account Center (*Ex. Name and number*): 250401 1001 5212001

Fund: _____ Account: _____ Center: _____

5. Source of Funds: *Example: Local Assistance Grant* US EPA grant

6. Fiscal Impact:

7. Method of Cost Recovery: NA

This Legislative Request Form Was Prepared By: Garnett Brown x 6724

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Garnett Brown

Contact Number: x6724

Originating Department: Planning and Community Development

Committee(s) of Purview: CD/HR

Chief of Staff Deadline: November 16, 2010

Anticipated Committee Meeting Date(s): November 30, 2010

Anticipated Full Council Date: January 3, 2011

Legislative Counsel's Signature: 

Commissioner Signature: 

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION

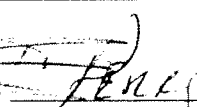
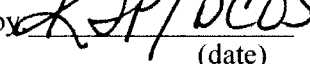
BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO SEPARATE CONTRACTS WITH ATLANTA DEVELOPMENT AUTHORITY (ADA), GEORGIA INSTITUTE OF TECHNOLOGY, AND ATLANTA BELTLINE INC. IN AN AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED-TWENTY DOLLARS (\$137,520.00) FOR RESEARCH AND TECHNICAL ASSISTANCE SERVICES FOR THE BROWNFIELDS SMALL AREA-WIDE PLANNING PILOT GRANT AWARDED TO THE CITY BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)- contracts will be paid from US EPA grant.

Mayor's Staff Only

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office:  (date) Reviewed by  (date)

RCS# 796
1/03/11
5:31 PM

Atlanta City Council

REGULAR SESSION

10-R-2009

AUTH MAYOR TO ENTER INTO SEPARATE
CONTRACTS W/ADA AND GA.TECH AND BELTLINE
REFER CDHR

YEAS: 8
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 6
EXCUSED: 1
ABSENT 1

Y Smith	E Archibong	B Moore	NV Bond
NV Hall	Y Wan	NV Martin	Y Watson
Y Young	Y Shook	NV Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

10-R-2009

Wm B. Lee, Jr. Ivory Lee Young, Jr.
10-0-0398
AN ORDINANCE BY COUNCILMEMBER IVORY LEE YOUNG, JR.

AN ORDINANCE TO AMEND ARTICLE II, SECTION 29, OF THE ATLANTA HOUSING CODE OF 1987, APPENDIX "E" OF THE CITY OF ATLANTA LAND DEVELOPMENT CODE, ENTITLED "MINIMUM SPECIFICATIONS TO ABATE INTERIOR REQUIREMENTS IN VACANT DWELLING UNITS", SO AS TO REQUIRE MINIMUM BOARDING SPECIFICATIONS FOR STRUCTURES BOARDED FOR SIX MONTHS OR LESS; SO AS TO REQUIRE MINIMUM BOARDING SPECIFICATIONS FOR STRUCTURES BOARDED FOR GREATER THAN SIX MONTHS; SO AS TO ALLOW BOARDING FOR GREATER THAN SIX MONTHS UPON WRITTEN APPROVAL FROM THE DIRECTOR OF THE BUREAU OF CODE COMPLIANCE AND UPON IMPLEMENTATION OF MINIMUM BOARDING SPECIFICATIONS SET FORTH HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the Atlanta Housing Code of 1987 has as its purpose to provide for the maintenance of the minimum requirements necessary for the protection of life, limb, health, property, safety and welfare of the general public and the owners and occupants of residential property in the City of Atlanta; and

WHEREAS, Section 29 of the Atlanta Housing Code of 1987 imposes a duty upon owners and operators to secure vacant property according to wood-based minimum boarding standards set forth therein; and

WHEREAS, the City desires to increase the minimum boarding standards for properties that are subject to in rem review board orders or that are vacant for more than six consecutive months; and

WHEREAS, many local jurisdictions require and/or use superior steel-based boarding technology to secure windows, door and other structural openings.

NOT THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA as follows:

Section 1: That Article II, Section 29 of the Atlanta Housing Code of 1987, Appendix "E" of the City of Atlanta Land Development Code, and that reads as follows:

Sec. 29. Minimum Specifications to Abate Interior Requirements in Vacant Dwelling Units.

(a) When a vacant, burned or otherwise damaged or deteriorated dwelling has been boarded, corrective action to bring the dwelling into full compliance with the Atlanta Housing Code shall begin within 30 days after the dwelling has been boarded and shall be completed and the boarding removed within a period of six months from the date of the boarding. The dwelling shall be subject to an inspection beginning four months from the date of the boarding.

Failure to have begun the corrective action necessary to bring the dwelling into full compliance with the Atlanta Housing Code within 30 days after the dwelling has been

boarded, and the failure to allow city code enforcement officers to gain access to the interior of the dwelling after proper notification, shall each constitute a separate violation of this Code.

(b) The minimum specifications to secure a vacant dwelling to abate interior requirements shall be as follows unless otherwise approved in writing by the Director:

(1) Except for the front door, all windows and doors on all levels, through which access to the interior of the dwelling can be made, shall be secured from the interior of the building with 1/2" exterior grade plywood sheathing, as shown in Exhibit "A";

(2) All window boards shall be fit to screen inset molding as shown;

(3) All fabricated boards shall be painted with one coat of primer on the exterior surface;

(4) All 2" x 4" interior wood stock used in securing the sheathing shall be padded with carpet type material of minimum dimensions 4" x 8" permanently attached. This padding shall be adjusted to prevent damage to interior walls and wood trim;

(5) A dead bolt lock shall be installed on the front exterior door above the existing lock.

(c) *Maintenance of a secured vacant dwelling.* All openings specified in Section 29(b) herein, must remain secured in the manner prescribed in Section 29(b) herein and the exterior of the dwelling must remain in compliance with all applicable provisions of this Code. Failure of the owner, operator or agent to maintain the secured vacant dwelling as prescribed herein shall subject them to legal action without further notice from the Director.

Shall be amended to read as follows:

Sec. 29. Minimum Specifications to Abate Interior Requirements in Vacant Dwelling Units.

(a) When a vacant, burned or otherwise damaged or deteriorated dwelling has been boarded, corrective action to bring the dwelling into full compliance with the Atlanta Housing Code shall begin within 30 days after the dwelling has been boarded and shall be completed and the boarding removed within a period of six months from the date of the boarding unless a greater period of time is approved by the Director in writing upon a showing that the minimum boarding standards promulgated in 29 (c) herein have been implemented or will be implemented within 30 days of the Director's approval. The dwelling shall be subject to an inspection beginning four months from the date of the boarding.

Failure to have begun the corrective action necessary to bring the dwelling into full compliance with the Atlanta Housing Code within 30 days after the dwelling has been boarded, and the failure to allow city code enforcement officers to gain access to the interior of the dwelling after proper notification, shall each constitute a separate violation of this Code.

(b) The minimum specifications to secure a vacant dwelling to abate interior requirements for no greater than six consecutive months of boarding shall be as follows unless otherwise approved in writing by the Director:

(1) Except for the front door, all windows and doors on all levels, through which access to the interior of the dwelling can be made, shall be secured from the interior of the building with 1/2" exterior grade plywood sheathing, as shown in Exhibit "A";

- (2) All window boards shall be fit to screen inset molding as shown;
- (3) All fabricated boards shall be painted with one coat of primer on the exterior surface;
- (4) All 2" x 4" interior wood stock used in securing the sheathing shall be padded with carpet type material of minimum dimensions 4" x 8" permanently attached. This padding shall be adjusted to prevent damage to interior walls and wood trim;
- (5) A dead bolt lock shall be installed on the front exterior door above the existing lock.
- (c) The minimum specifications to secure a vacant dwelling pursuant to an in rem review board order or for any period of time greater than six months of boarding in any calendar year shall be as follows unless otherwise approved in writing by the Director:
 - (1) All windows and doors on all levels, through which access to the interior of the dwelling can be made, shall be secured from the interior of the building with fourteen (14) gauge, perforated steel.
- (de) Maintenance of a secured vacant dwelling. All openings specified in Section 29(b) or c) herein, must remain secured in the manner prescribed in Section 29(b) or c) herein and the exterior of the dwelling must remain in compliance with all applicable provisions of this Code. Failure of the owner, operator or agent to maintain the secured vacant dwelling as prescribed herein shall subject them to legal action without further notice from the Director.

AN ORDINANCE**BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

AN ORDINANCE TO ADOPT THE D.L. HOLLOWELL PARKWAY /VETERANS MEMORIAL HIGHWAY LIVABLE CENTERS INITIATIVE (LCI) STUDY; TO AMEND THE CITY OF ATLANTA 2008-2023 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO INCORPORATE THE STUDY INTO THE CDP; AND FOR OTHER PURPOSES.

WHEREAS, The Atlanta Regional Commission awarded the City of Atlanta 2009 grant funds to conduct the D.L. Hollowell Parkway/Veterans Memorial Highway LCI study; and

WHEREAS, this project is a collaborative study between the City of Atlanta and Cobb County to promote new smart growth development along the D.L. Hollowell Parkway/Veterans Memorial Highway corridor; and

WHEREAS, pursuant to Resolution 09-R-1323, the City retained the firm of Sizemore Group, Inc. ("consultant") to consult in the development of the LCI study; and

WHEREAS, the residents and property owners in NPUs G, H, I & J worked with the Bureau of Planning staff and the consultant to develop a vision for the future transportation and land use functions of the area, in conjunction with desirable residential, office, commercial, infrastructure, environment, open space and employment growth; and

WHEREAS, this vision is set forth in the planning document entitled the D.L. Hollowell Parkway /Veterans Memorial Highway LCI Study; and

WHEREAS, the Bureau of Planning recommends the D.L. Hollowell Parkway /Veterans Memorial Highway LCI Study be adopted and incorporated into the City of Atlanta 2008-2023 Comprehensive Development Plan; and

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

SECTION 1: The D.L. Hollowell Parkway /Veterans Memorial Highway LCI Study, attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted.

SECTION 2: The City of Atlanta 2008-2023 Comprehensive Development Plan (CDP), as amended, is hereby further amended by incorporating the D.L. Hollowell Parkway /Veterans Memorial Highway LCI Study into the CDP.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development/Human Resources

Caption:

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO ADOPT THE D.L. HOLLOWELL PARKWAY /VETERANS MEMORIAL HIGHWAY LIVABLE CENTERS INITIATIVE (LCI) STUDY; TO AMEND THE CITY OF ATLANTA 2008-2023 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO INCORPORATE THE STUDY INTO THE CDP; AND FOR OTHER PURPOSES.

Council Meeting Date: June 21, 2010

Requesting Dept.: DPCD

FAC Confirmed by: N/A

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of this legislation is to adopt into the CDP the DL Hollowell LCI project..

2. Please provide background information regarding this legislation.

The DL Hollowell LCI project was a joint project with Cobb County to coordinate planning/development along this corridor to enhance residential and commercial development..

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** N/A

- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract:

4. Fund Account Center (*Ex. Name and number*):

Fund: _____ Account: _____ Center: _____

5. Source of Funds: *Example: Local Assistance Grant*

6. **Fiscal Impact:** This legislation allows the city to continue to receive state and federal grants for those parts of the city that are in Dekalb County.

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery:

Examples:

- a. *Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.*
- b. *Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.*

This Legislative Request Form Was Prepared By: Garnett Brown

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD
CHIEF OF STAFF

Dept.'s Legislative Liaison: Garnett Brown

Contact Number: 6724

Originating Department: Planning and Community Development

Committee(s) of Purview: CD/HR

Chief of Staff Deadline: May 25, 2010

Anticipated Committee Meeting Date(s): June 15, 2010

Anticipated Full Council Date: June 21, 2010

Legislative Counsel's Signature: _____

Commissioner Signature: _____

Chief Procurement Officer Signature: _____

CAPTION

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO ADOPT THE D.L. HOLLOWELL PARKWAY /VETERANS
MEMORIAL HIGHWAY LIVABLE CENTERS INITIATIVE (LCI) STUDY; TO
AMEND THE CITY OF ATLANTA 2008-2023 COMPREHENSIVE DEVELOPMENT
PLAN (CDP) SO AS TO INCORPORATE THE STUDY INTO THE CDP; AND FOR
OTHER PURPOSES.

FINANCIAL IMPACT (if any): None

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: _____

(date)

Reviewed by: _____

(date)

Submitted to Council: _____

(date)

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA'S 2008 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN THE D L HOLLOWELL / VETERANS MEMORIAL LIVABLE CENTERS INITIATIVE (LCI) STUDY AREA FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS; AND FOR OTHER PURPOSES.

NPU's G, H, I & J

COUNCIL DISTRICT 9

WHEREAS, the City of Atlanta and Cobb County conducted the D L Hollowell / Veterans Memorial Livable Centers Initiative (LCI) Plan for the area along D.L. Hollowell Parkway and Veterans Memorial Highway from Commercial Avenue to the west to Buckner Road to the east; and

WHEREAS, the residents and property owners in NPU's G, H, I and J worked with the Bureau of Planning Staff and a consultant team led by Sizemore Group to develop a vision for the future transportation and land use functions of the area, in conjunction with desirable residential, office, industrial, commercial, infrastructure, environment, open space and employment growth; and

WHEREAS, this planning document entitled the D L Hollowell / Veterans Memorial LCI Study has been developed based upon the direct input of the residents, property/business owners and other stakeholders in the study area; and

WHEREAS, said planning document specifically includes recommended changes to the 15-Year Future Land Use Maps that are a component of the 2008 Comprehensive Development Plan (CDP); and

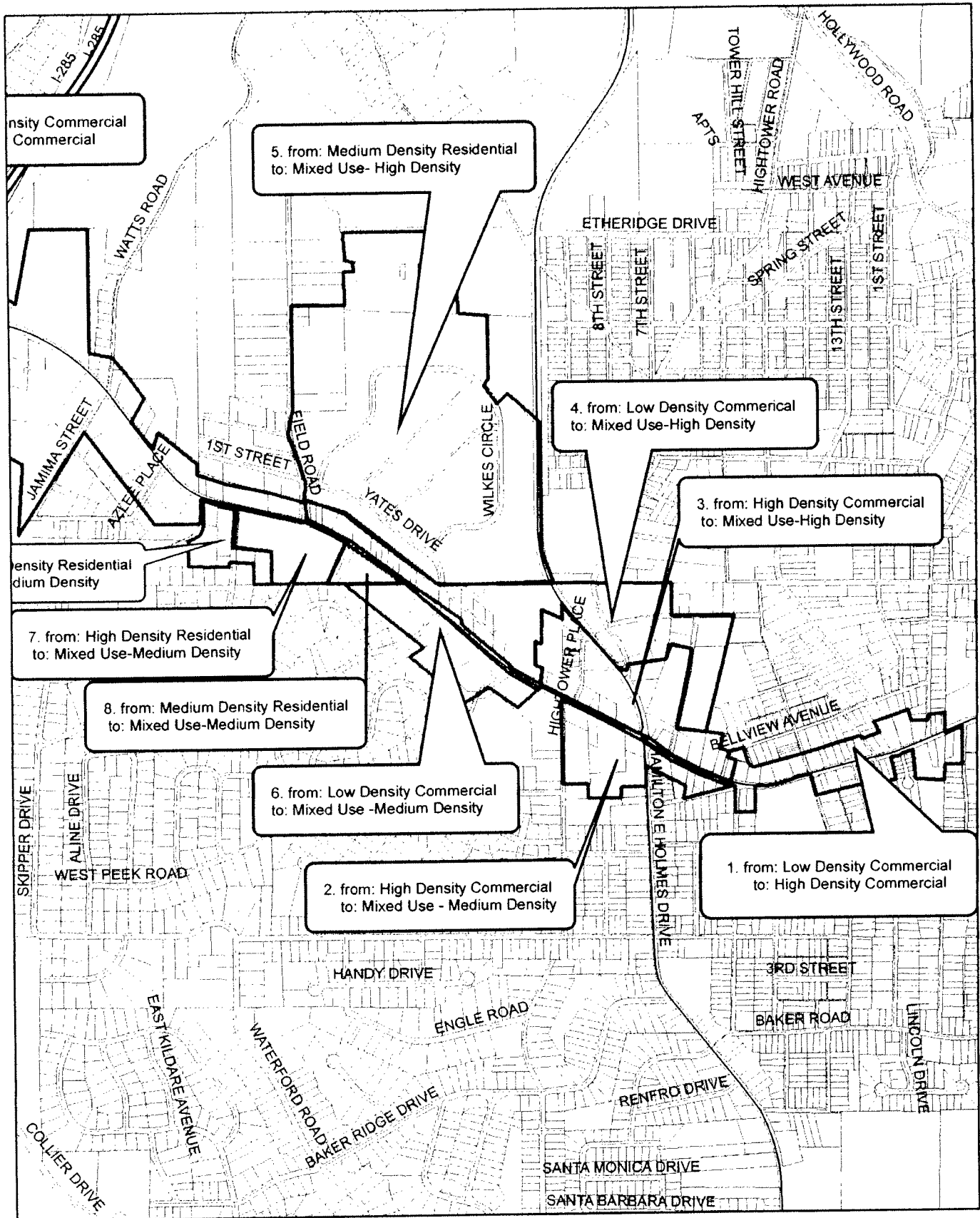
WHEREAS, implementing those changes will both facilitate the desired land regulation changes and increase protections against undesirable re-zonings in the future.

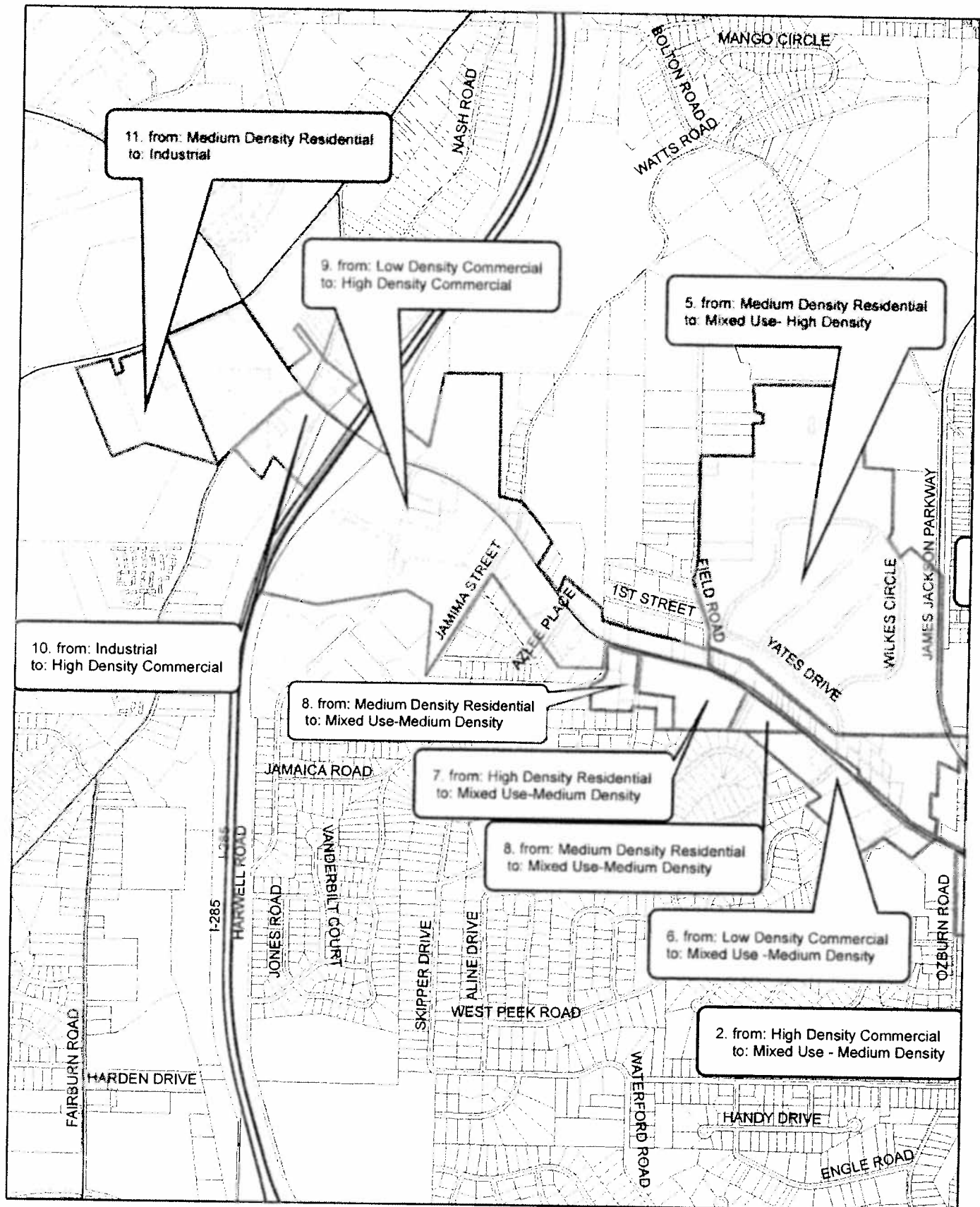
THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2008 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the 15-Year Future Land Use Element of said Plan so as to re-designate property that is located in the D L Hollowell / Veterans Memorial LCI Study area, from various land use designations to various land use designations, and for other purposes.

All that tract or parcels of land lying and being in Land Lots 177, 208 and 209 of the 14th District of Fulton County and in Land Lots 259, 260, 261, 267 and 268 of the 17th District of Fulton County. Said properties are more specifically shown in '**Exhibits A and B**' which is hereby made part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.





A RESOLUTION**BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE****A RESOLUTION TO CONFIRM THE APPOINTMENT OF BILL RASUL TO THE METROPOLITAN PARKWAY TAX ALLOCATION DISTRICT ADVISORY COMMITTEE; AND FOR OTHER PURPOSES.**

WHEREAS, Ordinance 06-O-2290 (the "Ordinance"), adopted by City Council on November 20, 2006 and approved by the Mayor on November 28, 2006 authorized, among other things, the creation of the City of Atlanta Tax Allocation District Number Nine- Metropolitan Parkway TAD; and

WHEREAS, Section 8 of the Ordinance authorized the Atlanta Development Authority to establish an advisory committee to make recommendations on projects to be funded from bond proceeds, tax allocation increment or other funds generated by the Metropolitan Parkway TAD; and

WHEREAS, Resolution 09-R-1940, adopted by City Council on November 2, 2009 and approved on November 11, 2009 pursuant to Section 2-403 of the City Charter, authorized, among other things, the establishment of the Metropolitan Parkway TAD Advisory Committee (the "Advisory Committee"); and

WHEREAS, pursuant to Resolution 09-R-1940 the Advisory Committee shall include the chairs of NPUs X, Y, Z or their designees, President of the Atlanta Metropolitan College or his/ her designee, two business representatives, and an At-Large representative appointed by the other members of the Committee from the fields of planning, architecture, real estate development, banking or finance; and

WHEREAS, Resolution 09-R-1940 further provides that the business and Atlanta Metropolitan College representatives to the Advisory Committee shall serve two-year terms; and

WHEREAS, the City desires to confirm the selection of Bill Rasul of the business community to serve on the Advisory Committee.

THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA HEREBY RESOLVES, that the selection of Bill Rasul to serve on the Metropolitan Parkway TAD Advisory Committee for a two-year period is hereby confirmed.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict herewith are hereby waived to the extent of the conflict.

BILL RASUL

150 Cleveland Avenue, SW
Atlanta, GA 30315
770-235-4997
404-766-7779

Objective: Serve as a member of the Metropolitan Parkway Advisory Committee and provide business related expertise

Expertise:

- Operator of McDonald's Restaurants for 30 years and owner for 10 years
- Currently owns a McDonald's Restaurant located at 150 Cleveland Avenue, SW Atlanta GA 30315
- Served as Vice President for Board of Directors for Old National Merchants
- Retired from Black McDonald's Owners Association
- Educational Partner with 3 schools in College Park and 3 in Atlanta

Awards:

- Recognized as Businessman of the Year 2009 City of College Park

Community Involvement:

- Involved with the community in cleaning up prostitution on Old National Highway
- Active member of Neighborhood Planning Unit (NPU) Z

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development/Human Resources

Caption: A RESOLUTION TO CONFIRM THE APPOINTMENT OF BILL RASUL TO THE CAPMBELLTON ROAD TAX ALLOCATION DISTRICT ADVISORY COMMITTEE; AND FOR OTHER PURPOSES

Council Meeting Date: June 21, 2010

Requesting Dept.: Mayor's Office

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this paper is to fill a business representative position for the Metropolitan Parkway Tax Allocation District Advisory Committee

2. Please provide background information regarding this legislation.

Pursuant to resolution 09-R-1940 the Advisory Committee shall consist of Chairs of Neighborhood Planning Units X, Y, and Z or their designees, and business representatives including a representative from the Atlanta Metropolitan College all of whom must be confirmed by Council.

Resolution 09-R-1940 further provides that the Metropolitan College and business representatives to the Metropolitan Parkway Advisory Committee shall serve a two-year term and shall be confirmed by Council

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** NA
- (b) **Source Selection:** NA
- (c) **Bids/Proposals Due:** NA
- (d) **Invitations Issued:** NA
- (e) **Number of Bids:** NA

(f) **Proposals Received:** NA

(g) **Bidders/Proponents:** NA

(h) **Term of Contract:** NA

4. Fund Account Center: NA

Fund: _____ **Account:** _____ **Center:** _____

5. Source of Funds: NA

6. Fiscal Impact: None

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Simone Brathwaite

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Simone Brathwaite

Contact Number: 404-330-6310

Originating Department: Mayor's Office

Committee(s) of Purview: Community Development/ Human Resources

Chief of Staff Deadline: May 25, 2010

Anticipated Committee Meeting Date(s): June 15, 2010

Anticipated Full Council Date: July 21, 2010

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION TO CONFIRM THE APPOINTMENT OF BILL RASUL TO THE METROPOLITAN PARKWAY TAX ALLOCATION DISTRICT ADVISORY COMMITTEE; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any): \$ None

Mayor's Staff Only

Received by CPO: _____ (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: 6.4.10 (date) Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

AN ORDINANCE

BY COUNCIL MEMBER JOYCE M. SHEPHERD

AN ORDINANCE TO AMEND THE ATLANTA HOUSING CODE OF 1987, APPENDIX E TO THE LAND DEVELOPMENT CODE, SO AS TO ESTABLISH RULES AND REGULATIONS FOR REGISTRATION OF VACANT BUILDINGS; TO PROVIDE FOR PENALTIES; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES.

WHEREAS, the existence of buildings and structures found to be vacant are more likely to be the site of illegal activity such as, but not limited to, arson, prostitution, drug use and trafficking, rape and murder, and

WHEREAS, these structures are therefore injurious to the health, safety and welfare of their residents of the communities wherein they exist, as well as the City of Atlanta at-large; and

WHEREAS, vacant structures have been shown to undermine the economic vitality of neighborhoods by devaluing adjacent and nearby property; and

WHEREAS, as foreclosures rise, so do the number of vacant properties; and

WHEREAS, such structures therefore cause the economic deterioration and instability of the communities wherein they exist, as well as the City of Atlanta at-large; and

WHEREAS, the City is burdened with the cost of inspecting and securing vacant buildings, as well as the cost of police and fire response; and

WHEREAS, it is the desire of the City of Atlanta to combat the blight and harmful effects outlined above.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS:

SECTION 1: That Section 6 of the Atlanta Housing Code of 1987, Appendix E to the Land Development Code be amended by adding the following:

Section 6. Definitions

Statement of Plan shall mean a specific written document prepared by the property owner regarding the vacant structure and plans for its rehabilitation, maintenance or demolition.

Vacant Structure shall mean a structure or building that is unoccupied for a period of ninety (90) days.

SECTION 2: That Section 14 of the Atlanta Housing Code is hereby amended as follows...

SECTION 3: That Section 17 of the Atlanta Housing Code is hereby amended as follows...

SECTION 4: That Section 22 of the Atlanta Housing Code is hereby amended as follows...

SECTION 5: That Section 25 of the Atlanta Housing Code is hereby amended as follows...

SECTION 6: All ordinances and parts of ordinances in conflict herewith are hereby repealed for purposes of the ordinances only, and only to the extent of the conflict.

CITY COUNCIL
ATLANTA, GA

10-1808

AN ORDINANCE

BY: COUNCIL MEMBER KWANZA HALL

CDP-10-09

AN ORDINANCE TO AMEND THE FUTURE LAND USE MAP OF THE 2008 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY LOCATED AT 465, 467, 469, 471, 479, AND 479 (REAR) NORTH HIGHLAND AVENUE FROM THE LOW DENSITY RESIDENTIAL (LDR) LAND USE DESIGNATION TO THE LOW DENSITY COMMERCIAL (LDC) LAND USE DESIGNATION, AND FOR OTHER PURPOSES.

NPU-N

COUNCIL DISTRICT 2

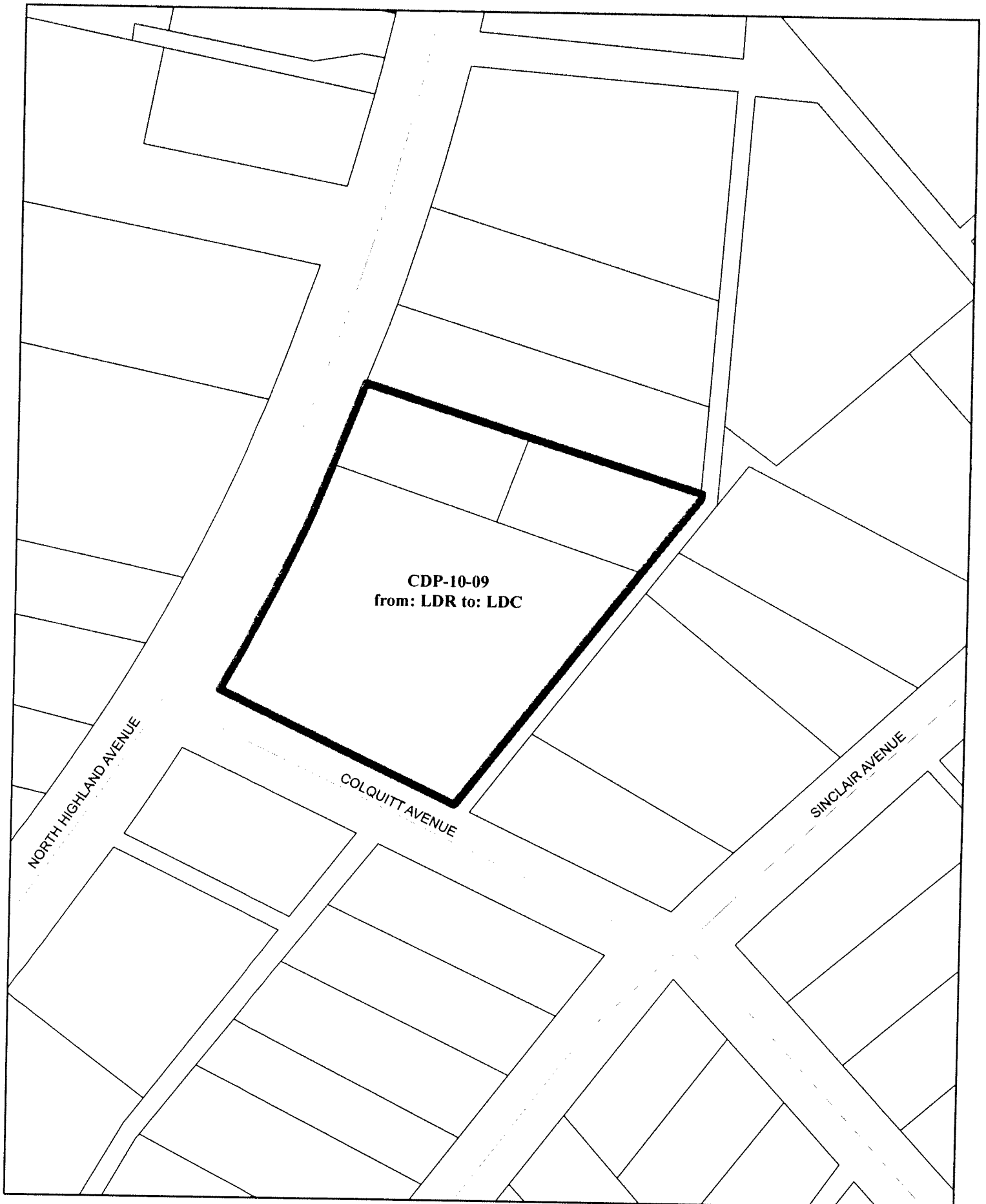
THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1: That the 2008 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Future Land Use Map of said Plan so as to redesignate property that is located at 465, 467, 469, 471, 479, and 479 (rear) North Highland Avenue from the Low Density Residential (LDR) land use designation to the Low Density Commercial (LDC) land use designation.

ALL THOSE TRACTS or parcels of land lying in Land Lot 15 of the 14th District of Fulton County, Georgia being more particularly depicted in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 2: All ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed to the extent of the conflict.

EXHIBIT 'A'



Municipal Clerk
Atlanta, Georgia

10-0-1890

AN ORDINANCE

CDP-10-08

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE 2008 ATLANTA COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTY THAT IS LOCATED AT **2100 FORREST PARK ROAD** FROM THE LOW DENSITY RESIDENTIAL LAND USE DESIGNATION TO THE INDUSTRIAL LAND USE DESIGNATION (Z-10-27) AND FOR OTHER PURPOSES.

NPU-Z

COUNCIL DISTRICT 1

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. An Ordinance to amend the Land Use Element of the 2008 Comprehensive Development Plan (CDP) so as to redesignate property that is located at 2100 Forrest Park Road from the Low Density Residential Land Use Designation to the Industrial Land Use Designation (Z-10-27) and for other purposes.

All that tract or parcels of land lying and being in Land Lot 6 and 7 of the 14th District of Fulton County, Georgia. Said property is more specifically shown on the attached map, Exhibit 'A', which is hereby made a part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances which are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'



RCS# 634
11/01/10
3:38 PM

Atlanta City Council

REGULAR SESSION

CONSENT II

REFER

YEAS: 13
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 0

NV Smith	Y Archibong	Y Moore	Y Bond
NV Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT II

A RESOLUTION

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, OFFICE OF HOUSING, TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS ("HAP") CONTRACT WITH URBAN RESIDENTIAL DEVELOPMENT CORPORATION IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVEN THOUSAND SIX HUNDRED-EIGHTY DOLLARS AND NO CENTS (\$607, 680.00) IN ORDER TO PAY RENTAL UNIT SUBSIDIES ON ONE HUNDRED (100) UNITS FOR FORMERLY HOMELESS INDIVIDUALS AT THE SANTA FE VILLA APARTMENTS PURSUANT TO THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") has administered the Section 8 Moderate Rehabilitation Program to provide affordable housing through rental subsidies that benefits very low-income families and individuals; and

WHEREAS, the City of Atlanta has had a Housing Assistance Payment ("HAP") contractual relation with the Urban Residential Development Corporation to provide rental subsidies at the Santa Fe Villa Apartments in order to house 100 formerly homeless individuals, under the Section 8 Moderate Rehabilitation Program; and

WHEREAS, HUD has approved funding for a new HAP contract in the amount not to exceed Six Hundred Seven Thousand Six Hundred Eighty Dollars (\$607,680.00) in order to continue to provide affordable and standard housing for the aforesaid low income families through December 31, 2011.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor be and is hereby authorized to enter into a Housing Assistance Payments Contract, on behalf of the Department of Planning and Community Development, Office of Housing, with Del-Har, Inc. for twenty-eight units at the Santa Fe Villa Apartments in an amount not to exceed Six Hundred Seven Thousand Six Hundred Eighty Dollars (\$607,680.00) and for a term ending on December 31, 2011.

BE IT FURTHER RESOLVED, that all expenses shall be charged to and paid from project, Task, Award, Expenditure, Owning Organization:

PTAEO					FDOA						
Project Number	Task Number	Award Number	Exp. Acct.	Owning Org.	Amount	Fund	GL Dept #	Exp Acct	Function Activity Number	GL Project #	GL Funding Source
25200668	112	250130368	5239004	COA	607,680.00	2501	*****	*****	*****	200668	30368

Contract Total: \$607,680.00

BE IT FURTHER RESOLVED, that in the event that the aforesaid property owner fails to comply with the terms and conditions of the contract renewal, the Mayor or his designee, or the Commissioner of the Department of Planning and Community Development, can terminate such contract with the proper notice.

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare the appropriate contract amendments for execution by the Mayor.

BE IT FINALLY RESOLVED, that the contract amendment shall not become binding on the City and the City shall incur no obligation or liability upon same until such amendment has been signed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form, and delivered to the Urban Residential Development Corporation.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: CD/HR Committee

Caption:

A RESOLUTION

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, OFFICE OF HOUSING, TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS ("HAP") CONTRACT WITH URBAN RESIDENTIAL DEVELOPMENT CORPORATION IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS (\$607, 680.00) IN ORDER TO PAY RENTAL UNIT SUBSIDIES ON ONE HUNDRED (100) UNITS FOR FORMERLY HOMELESS INDIVIDUALS AT THE SANTA FE VILLA APARTMENTS PURSUANT TO THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES..

Council Meeting Date: December 6, 2010

Requesting Dept.: Planning and Community Development

FAC Confirmed by: N/A

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: *The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.*

The purpose of this legislation is to enter into a contract with Urban Residential Development Corporation for a one year term in order to pay for rental subsidies on behalf 100 formerly homeless individuals.

2. Please provide background information regarding this legislation.

Example: *The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.*

The City will provide rental subsidies for 100 individuals at the Santa Fe' Villas complexes. This legislation will allow the City to enter into a contract in order to pay rents for these 100 individuals until December 31, 2011.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Housing Assistance Payments Contract

(b) **Source Selection:** n/a

(c) **Bids/Proposals Due:** n/a

(d) **Invitations Issued:** n/a

(e) **Number of Bids:** n/a

(f) **Proposals Received:** n/a

(g) **Bidders/Proponents:** n/a

(h) **Term of Contract:**

4. Fund Account Center (Ex. Name and number) PTAE0 Project 25200668 (P0215 Section 8 Annual Contribution) Task 112 Award 250130368 Expense 5239004 (Service Grant) COA City of Atlanta (Org)

5. Source of Funds: HUD

6. Fiscal Impact: The City will receive \$607,680.00 in HUD funds to pay the rentals subsidies for the 100 homeless individuals. In addition, \$88,620.00 is an administrative fee due the City to administer this program.

7. Method of Cost Recovery: All expenses will be paid from this grant amount.

Examples:

a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.

b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.

This Legislative Request Form Was Prepared By: Joyce Harris.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CHIEF OF STAFF

Dept.'s Legislative Liaison: Joyce Harris

Contact Number: ext. 6397

Originating Department: Planning and Community Development- Office of Housing

Committee(s) of Purview: Community Development/Human Resources

Chief of Staff Deadline: November 12, 2010

Anticipated Committee Meeting Date(s): November 30, 2010

Anticipated Full Council Date: December 6, 2010

Legislative Counsel's Signature: _____

Commissioner Signature: _____

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION

BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, OFFICE OF HOUSING, TO ENTER INTO A HOUSING ASSISTANCE PAYMENTS ("HAP") CONTRACT WITH URBAN RESIDENTIAL DEVELOPMENT CORPORATION IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SEVEN THOUSAND SIX HUNDRED EIGHTY DOLLARS AND NO CENTS (\$607, 680.00) IN ORDER TO PAY RENTAL UNIT SUBSIDIES ON ONE HUNDRED (100) UNITS FOR FORMERLY HOMELESS INDIVIDUALS AT THE SANTA FE VILLA APARTMENTS PURSUANT TO THE SECTION 8 MODERATE REHABILITATION PROGRAM SPONSORED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any):

Received by CPO: _____

(date)

Received by LC from CPO: _____

(date)

Received by Mayor's Office: _____

(date)

Reviewed by: _____

(date)

Submitted to Council: _____

(date)

Jones, Elizabeth

10- C-2141

From: Amanda Rhein [arhein@atlantada.com]
Sent: Tuesday, November 30, 2010 12:40 PM
To: Clerk, Municipal
Cc: Moore, Felicia; Booth, Denise; Cheryl Strickland; Kingsbury, Kathleen; Jones, Elizabeth
Subject: Perry Bolton TAD Neighborhood Advisory Committee Nominee for Confirmation
Attachments: Lee Coker Bio.doc

Ms. Dauphin Johnson-

The Chair of NPU-D, Jim Martin, has selected Lee Coker to serve as the NPU-D representative on the Perry Bolton TAD Neighborhood Advisory Committee. This is his first time serving on this committee, so he must be confirmed by City Council.

I have attached a copy of his current resume. Please let me know the timeframe for reappointment so that I may let him know when he needs to appear before City Council for confirmation.

I appreciate your assistance.

Amanda Rhein | Senior Project Manager, Tax Allocation Districts | **Atlanta Development Authority**
86 Pryor Street, Suite 300 | Atlanta, GA 30303 | ☎: 404.614.8282 | 📠: 404.880.9333

RECEIVED
OFFICE OF
MUNICIPAL CLERK
2010 NOV 30 PM 12:53

MR. COKER

10 Smith Street NW, Atlanta, GA 30318-1867 | 404-376-6355 | pcoker@alum.emory.edu

EDUCATION

Emory University, Atlanta, GA
B.A. in English | B.A. in Philosophy **1999**

Georgia State University, Atlanta, GA
M.A. Ed. English Education **2003**

AWARDS

Atlanta City Council Community Service Award April 2010
Corporate Volunteer Council Corporate Volunteer Award April 2009 – April 2010
ADA-nominated Award from NPU-D November 2010

TEACHING EXPERIENCE

Etowah High School, Woodstock, GA
English Department **2001-present**
English Department Head **2008-present**
TeAch 21 Instructor **2008-present**

RELATED EXPERIENCE

Friends of Spink-Collins Park
Chair **2007 – present**

Riverside Neighborhood Association
Executive Committee **2007 – present**

NPU-D Executive Committee
Riverside Neighborhood Association Representative 2009-present

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE 2008 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN BY ADOPTING THE “ATLANTA BELTLINE MASTER PLAN SUB-AREA 4: MEMORIAL DRIVE/GLENWOOD AVE”; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to 07-O-1946, the 2008 Comprehensive Development Plan, adopted by the City Council on April 21, 2008 and approved by the Mayor on April 28, 2008, became the official comprehensive development plan for the City of Atlanta for the physical, social, and economic growth of the City as well as to promote the public health, safety, and general welfare of the City’s residents; and

WHEREAS, the Atlanta BeltLine Master Plan consists of ten separate subareas; and

WHEREAS, Subarea 4 of the Atlanta BeltLine Master Plan, known as “Memorial Drive/Glenwood Ave,” is wholly or partially located in NPUs N, O, and W and council districts 1 and 5; and

WHEREAS, the Master Plan for Subarea 4 has been completed and represents a collaborative effort between Atlanta BeltLine, Inc., consultants from Pond/ECOS, the Office of Planning, the Southwest Atlanta BeltLine Study Group, NPU’s, and neighborhoods.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

Section 1. That the 2008 Atlanta Comprehensive Development Plan is hereby amended to include the document, attached hereto and incorporated herein by reference as exhibit “A,” entitled “Atlanta BeltLine Master Plan Subarea 4: Memorial Drive/Glenwood Ave.”

DRAFT
September 27, 2010

Atlanta BeltLine Master Plan

SUBAREA 4

MEMORIAL DRIVE/ GLENWOOD AVE

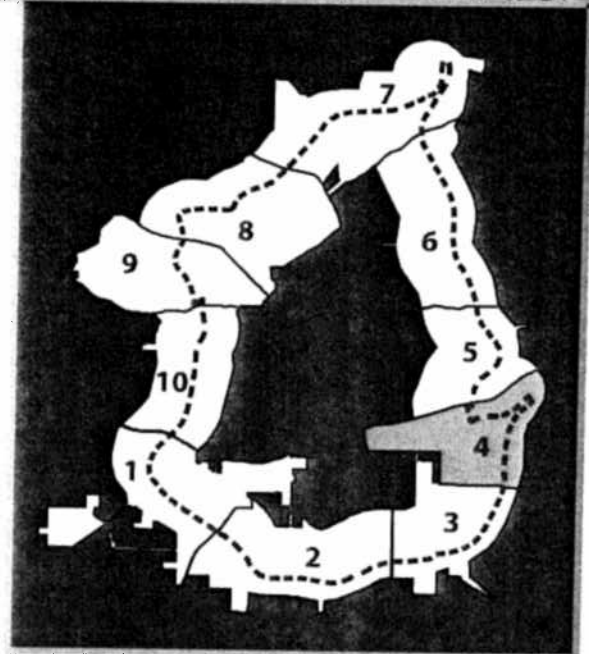
Executive Summary

Prepared for
Atlanta BeltLine, Inc.
By Ecos Environmental Design
AECOM
Smith Dalia Architects
Dovetail Consulting

Adopted by the Atlanta City Council on December XX, 2010



**Atlanta
BeltLine**



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this report has been prepared to be printed double-sided in an effort to save paper

I. Executive Summary

The recommendations of the Atlanta BeltLine Master Plan for Subarea 4 are summarized in the following pages. The recommendations include brief sections on land use, design, mobility, and parks. Complete recommendations follow this section in the Plan Recommendations Report.

a. Study Overview

The Atlanta BeltLine will combine greenspace, trails, transit, and new development along 22 miles of historic rail segments that encircle the core of the city. It will connect 45 neighborhoods and affect more than 100,000 people who live within one-half mile of the corridor.

In 2005, the Atlanta City Council adopted the BeltLine Redevelopment Plan. This important planning document created a broad vision for the Atlanta BeltLine project and enabled the creation of the BeltLine Tax Allocation District (TAD), a key source of implementation funds. The Subarea 4 Master Plan builds on the foundation of previous planning efforts by refining recommendations and project lists via an expanded community input process. This process integrates land use, urban design, circulation, mobility, greenspace, and public art into a comprehensive master plan for one of ten subareas along the 22-mile Atlanta BeltLine. This Master Plan includes the following purposes:

- To update and refine Atlanta BeltLine-related planning efforts, taking into account recent development activity and relevant planning studies.
- To review the land use plan and circulation plan included in the 2005 BeltLine Redevelopment Plan in combination with other land use plans previously completed for the subareas and finalize the land use to be incorporated into the Comprehensive Development Plan.
- To review and refine the new street recommendations for incorporation in the Street Framework Plan and implementation through the BeltLine Overlay Zoning District.

- To better define streetscape, pedestrian and roadway projects and associated cost estimates for high priority corridors necessary to support future development as identified in the Redevelopment Plan and Street Framework Plan.
- To refine projects and programming related to parks and open spaces along the BeltLine.

Upon completion of all Subarea Master Plans, Atlanta BeltLine Inc. will develop a comprehensive Implementation Plan and budget for projects identified and prioritized in individual subareas. This phased process will ensure a uniform approach to implementing projects and an equitable distribution of development across all geographies of the Atlanta BeltLine over time – regardless of the sequencing of Subarea Master Plans.

Master Plans by their nature are subject to periodic review and changes to reflect changing local conditions, refined neighborhood visions and city policies, demographic shifts, and other factors. This plan has been developed for the year 2030 based on a variety of data including projections of population and employment growth, economic conditions, and travel patterns and behaviors, as well as existing physical constraints and opportunities. Accordingly, from time to time, with appropriate community and technical input, this plan may be revisited and adjusted.

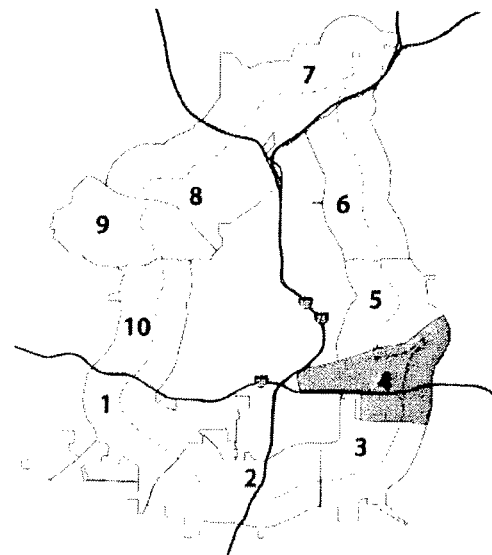


Figure 1 - BeltLine Subareas

b. Subarea Context

Subarea 4 is located in the southeastern portion of Atlanta BeltLine, east of I-75/I-85 and bisected by I-20. It is bounded by DeKalb Avenue to the north, Moreland Avenue to the east, and Berne Street to the south (see Figures 1 and 2). The study area is centered on the Atlanta BeltLine corridor and generally includes the land within one-half mile of either side. The study area encompasses over 1,200 acres and includes 415 acres of the BeltLine Tax Allocation District.

Subarea 4 incorporates several Neighborhood Planning Units (NPU), City Council Districts, and neighborhoods, including portions of:

- Southeast Study Group.
- NPUs N, O, and W.
- City Council Districts 1 and 5.
- Neighborhoods of Cabbagetown, Capital Gateway, Edgewood, Grant Park, Ormewood Park, and Reynoldstown.

The study area includes four significant redevelopment focus areas containing numerous abandoned or underutilized properties, along with properties that may transition away from industrial over the next 20 years. Each of the focus areas presents opportunities for transit-oriented redevelopment at the appropriate scale and with appropriate transitions to the existing single-family neighborhoods. A synopsis of the recommendations for each focus area begins on page 5.

Subarea 4 includes two major physical barriers: Interstate 20 and the CSX Hulsey Yard intermodal transfer facility. Both present challenges for connectivity and require special attention around their edges from land use, air quality and noise pollution perspectives.

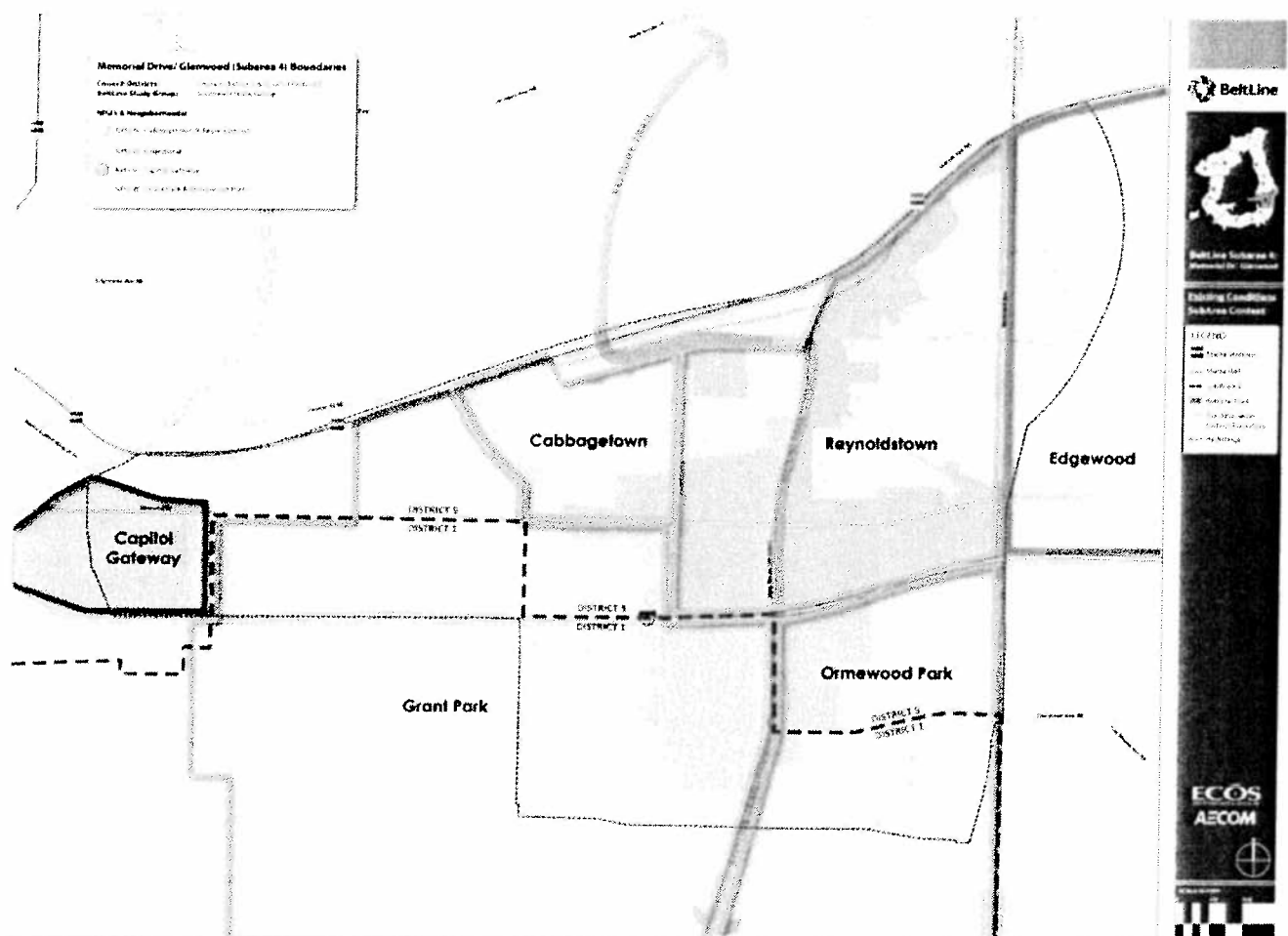


Figure 2 - Subarea 4 Context Map

The study area contains both the King Memorial and Inman Park/Reynoldstown MARTA heavy rail stations. The Tier I Atlanta BeltLine transit and trail Environmental Impact Statement (EIS) has identified three connectivity alternatives for connecting to the MARTA rail network. The alternatives contemplate tying into to either station. While the decision on which connection and alignment option gets built is still pending, this master plan was designed to accommodate any of the three alternatives.

Subarea 4 includes several busy roadways, congested intersections and dangerous pedestrian environments. The study focused on the Bill Kennedy Way, Memorial Drive, Moreland Avenue, Wylie Street corridors and included detailed traffic analysis and forecasting for each of these roadways, works detailed in the Transportation Analysis appendix. This analysis helped inform detailed pedestrian, bicycle, and vehicular mobility improvements for the study area.



Figure 3 - Southeast BeltLine Study Group Meeting

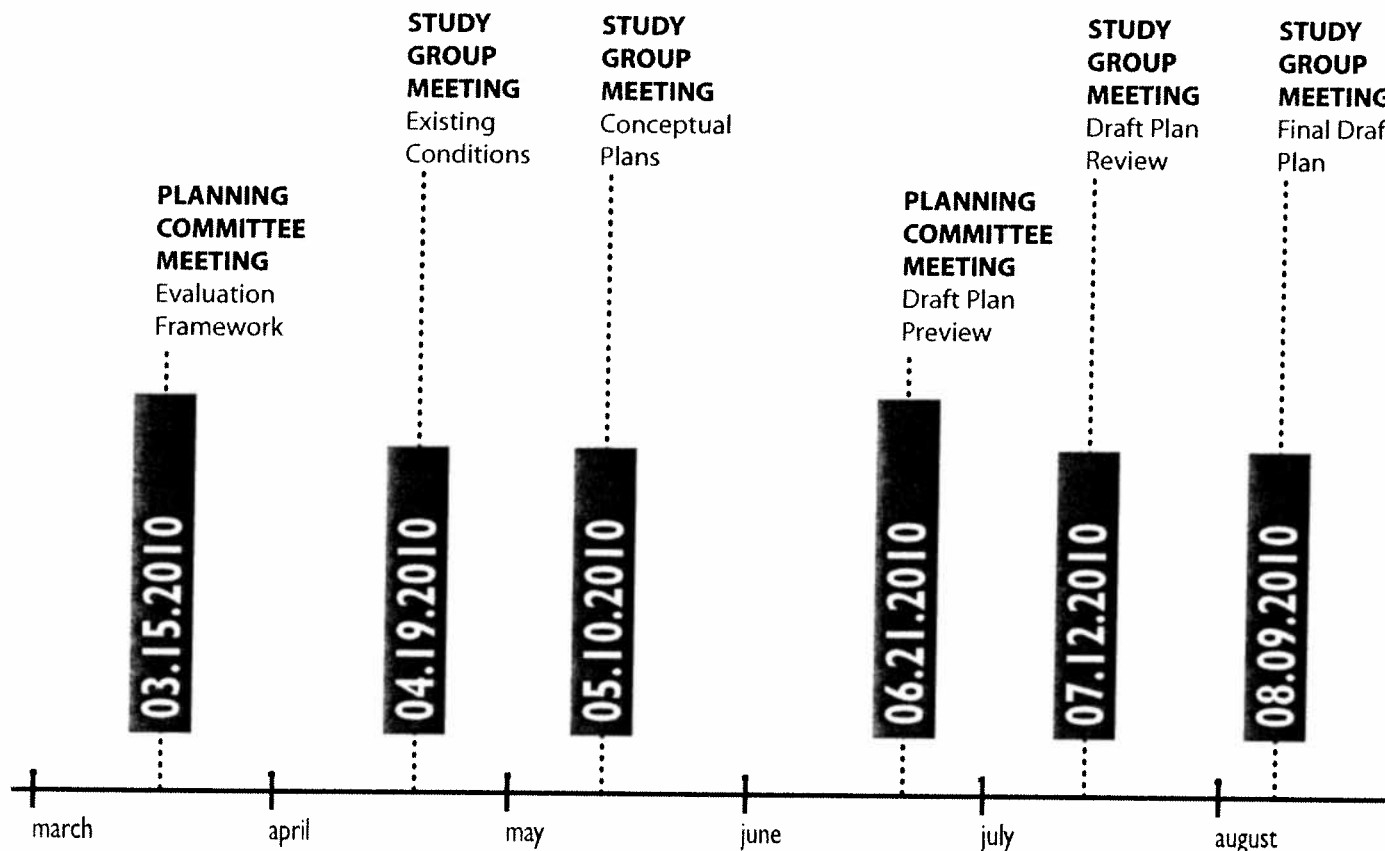


Figure 4 - Project Timeline

c. Methodology and Community Input

The Subarea 4 Master Plan was developed with input from the Southeast Study Group, Office Hours, Quarterly Briefing updates, the BeltLine.org website, and a Planning Committee established exclusively to review and guide this study. Utilizing a series of planning committee meetings and four study group meetings (public meetings) at key points in the process, community members and stakeholders had the opportunity to shape both the goals of and the recommendations for the Subarea 4 Master Plan. Community feedback, in addition to detailed existing conditions, identified opportunities, challenges, and recommendations from previous studies, which led to the development of two alternative concept plans. Through the refinement of these two concepts into a single draft, the Subarea 4 Master Plan integrates the community goals and principles of placemaking into its recommendations for land use, urban design, circulation, mobility, greenspace and public art.

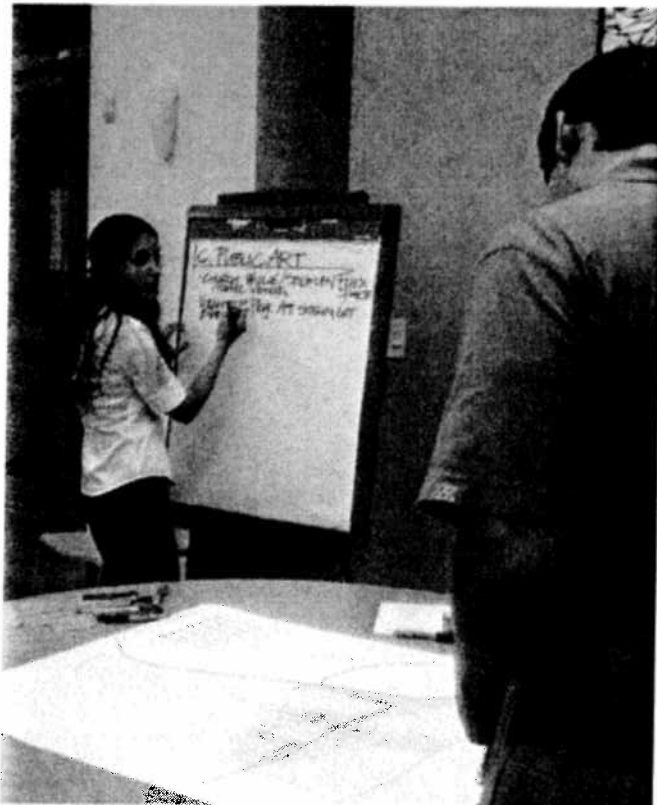


Figure 5 - Establishing Goals at Study Group Meeting

d. Overview of Subarea Goals

The Subarea 4 Master Plan centers on the principles of placemaking which include well balanced elements, appropriate scale and quality design. The community goals for Subarea 4, refined by the Planning Committee and validated by the Study Group, are organized by the three plan elements: (1) land use and urban design, (2) circulation and mobility, and (3) greenspace and public art.

Throughout the planning process, the continual integration of both the principles of placemaking with the community's goals ensured a master plan solution that outlined future growth for the study area in a manner that is appropriate, aesthetic, economical and sustainable.

The Subarea 4 goals are as follows:

Land Use and Urban Design Goals

- Encourage a variety of uses at appropriate locations within the subarea to support future transit, promote reuse of historic properties, facilitate economic growth and improve community health.
- Promote development that supports and serves the needs of the neighborhoods - such as day-to-day services, housing and employment, community facilities (post office, library, community centers), and institutions (schools, medical facilities) - at a scale and intensity commensurate with community values and future needs.
- Retain the rich diversity and distinct character of the community through quality architecture, design cohesiveness of streetscapes and a variety of civic spaces.
- Strengthen the subarea's identity as a series of neighborhoods and marketplaces offering housing choices, employment diversity and recreational opportunities for all ages.

Circulation and Mobility Goals

- Provide compatibility, connectivity and continuity in community-wide transportation solutions for all modes of travel through innovative strategies that also protect the character and integrity of the neighborhoods.

- Provide a safe, efficient and continuous network of pedestrian and bicycle facilities as part of all planned streetscape and roadway improvements for improved access to transit and better health of the community.
- Maintain and improve traffic flow along the major thoroughfares of Memorial Drive, Moreland Avenue, Boulevard and DeKalb Avenue, while employing appropriate safety measures, improving accessibility to local businesses, and meeting the parking needs of the community.

Greenspace and Public and Cultural Arts Goals

- Ensure the livability of the subarea by improving the accessibility and quality of parks, open spaces and recreational opportunities, enhancing streetscapes, preserving cultural and historic assets and integrating a public arts program.
- Provide diverse, open, cultural, and civic spaces to promote social interaction, celebrate local art, improve community health, and retain distinctive neighborhood character.

e. Plan Summary: Land Use and Design

The Subarea 4 Master Plan encourages a variety of uses that reflect community character through quality architecture, preservation of historic resources, open spaces and cohesive streetscape design, while providing the appropriate transitions to established neighborhoods. The master plan promotes connectivity and encourages safe, walkable pedestrian and vehicular networks.

Key land use and design policies and strategies include:

- Encourage repurposing of historic structures without compromising the physical character of the resource to embrace and celebrate the subarea's unique character and historic contributions to the City of Atlanta.
- Recommend priority storefront spaces where appropriate to create a vibrant, walkable commercial corridors that facilitate economic growth and improve the vitality of the streetscapes.

- Provide appropriate transitions to existing residential neighborhoods. Higher intensities are located around transit stations (to provide ridership and 'eyes on the BeltLine' for improved safety) and along major corridors, with the recommendation that these heights and intensities gradually reduce, or 'step down' when adjacent to or across from the existing single-family residential areas.
- Create smaller blocks within existing superblocks and reestablish former street connections, where appropriate.

The following section, which is organized into four focus areas, illustrates specific development opportunities within the study area.

Reynoldstown Focus Area

The land use recommendations for the Reynoldstown Focus Area encourage a lower intensity, neighborhood character within the existing Reynoldstown neighborhood, while providing for higher intensity uses near existing and future transit. This includes the following public and private sector actions:

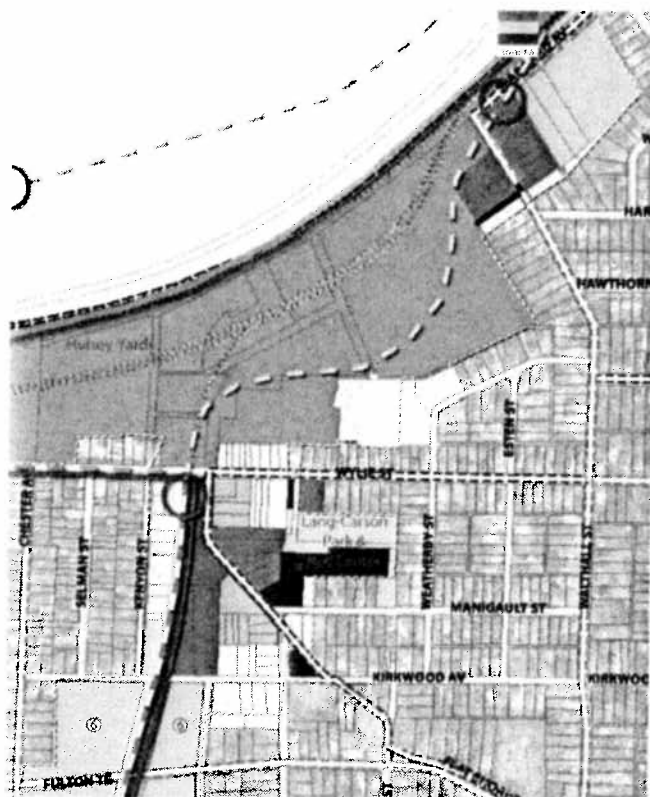


Figure 6 - Reynoldstown Focus Area Land Use Plan

- Identify priority storefront space along Flat Shoals Avenue to encourage the development of a neighborhood commercial street. Buildings on Flat Shoals should step up in intensity as they approach the Atlanta BeltLine corridor.
- Redevelop the MARTA-owned and private properties south of the Inman Park/Reynoldstown MARTA Station into a combination of mixed-use and residential developments.
- Expand Lang-Carson Park to the west and north, increasing the street frontage along Flat Shoals and Wylie, creating a green connection to the Atlanta BeltLine corridor, and improving safety and accessibility.

Memorial Drive Focus Area

The land use recommendations for the Memorial Drive Focus Area identify higher intensity uses for properties fronting Memorial Drive and I-20 and lower intensity uses for those properties adjacent to the established single-family neighborhoods.

The plan also recommends creating several blocks of high-quality storefront space along Memorial on the western side of Bill Kennedy Way.

- Redevelop abandoned and underutilized properties with office, mixed use, and residential developments.
- Break up large superblocks with new streets lined with parallel parking, street trees and sidewalks.
- Preserve and rehabilitate the historic industrial buildings along Memorial Drive.
- Restore the historic A&WP train depot, the last remaining railroad structure along the Atlanta BeltLine, as a transit station. This structure is large enough to accommodate an ancillary use such as a restaurant, newsstand, or civic use such as a visitor information center or museum.
- Identify priority storefront space along Memorial Drive between Pearl Street and Chester Avenue to encourage the development of a pedestrian-oriented retail corridor.

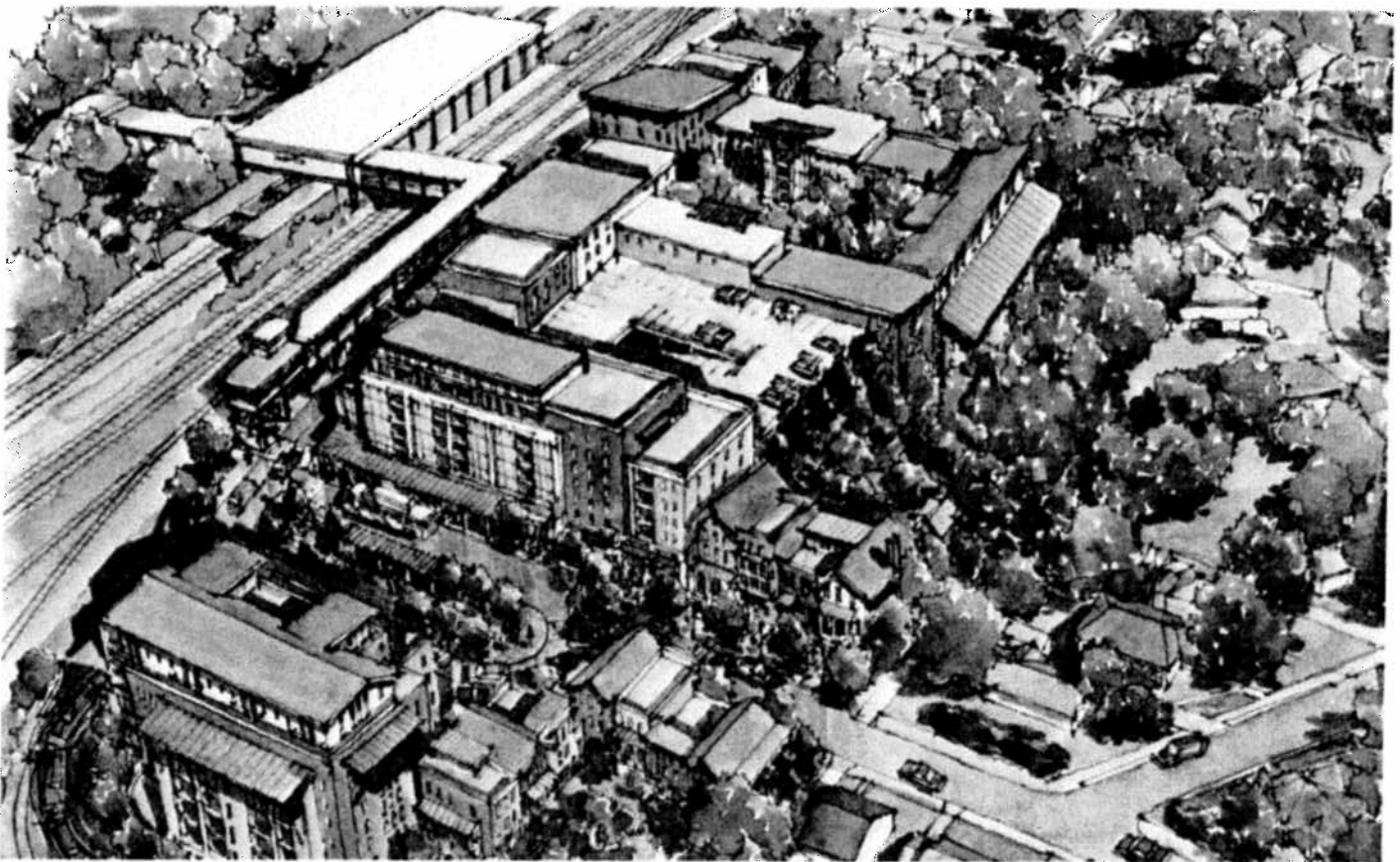


Figure 7 - Inman Park/ Reynoldstown MARTA Station Illustration

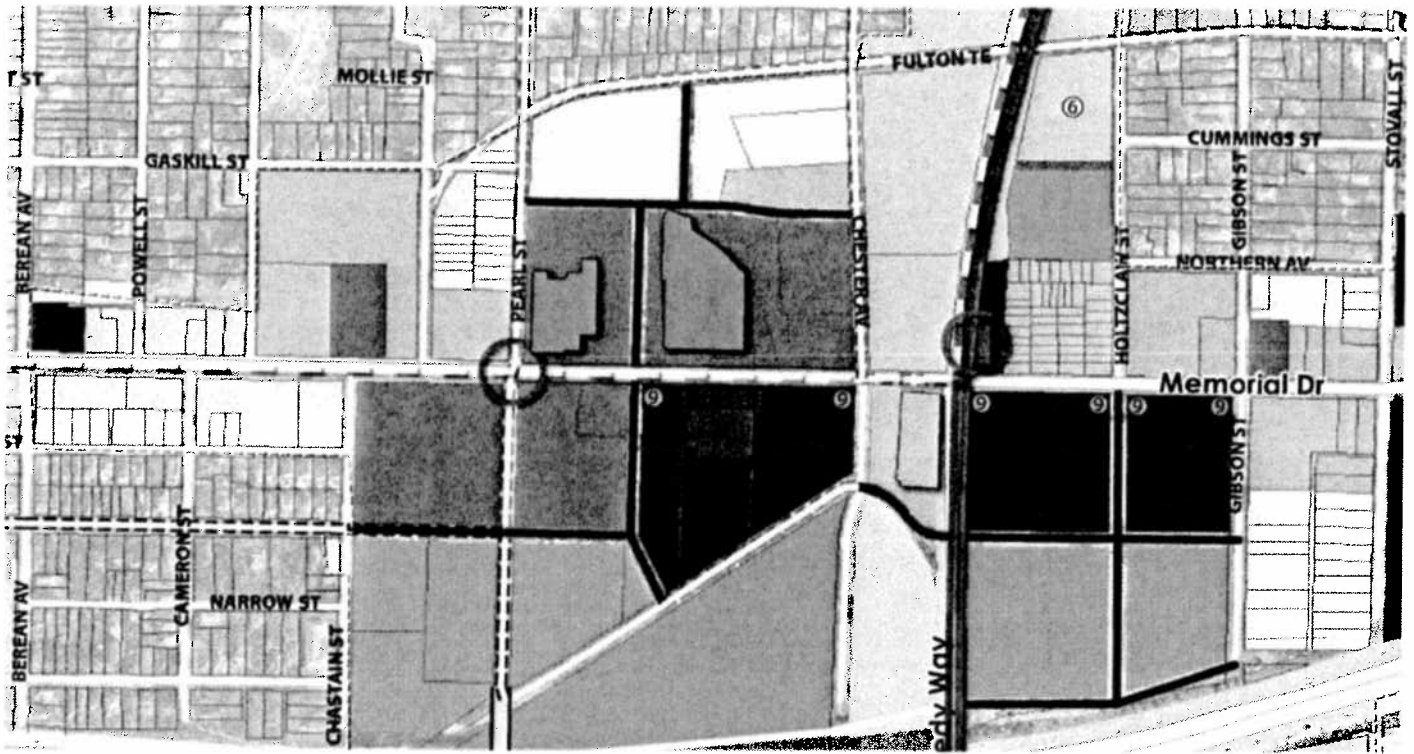


Figure 8 - Memorial Drive Focus Area Land Use Plan

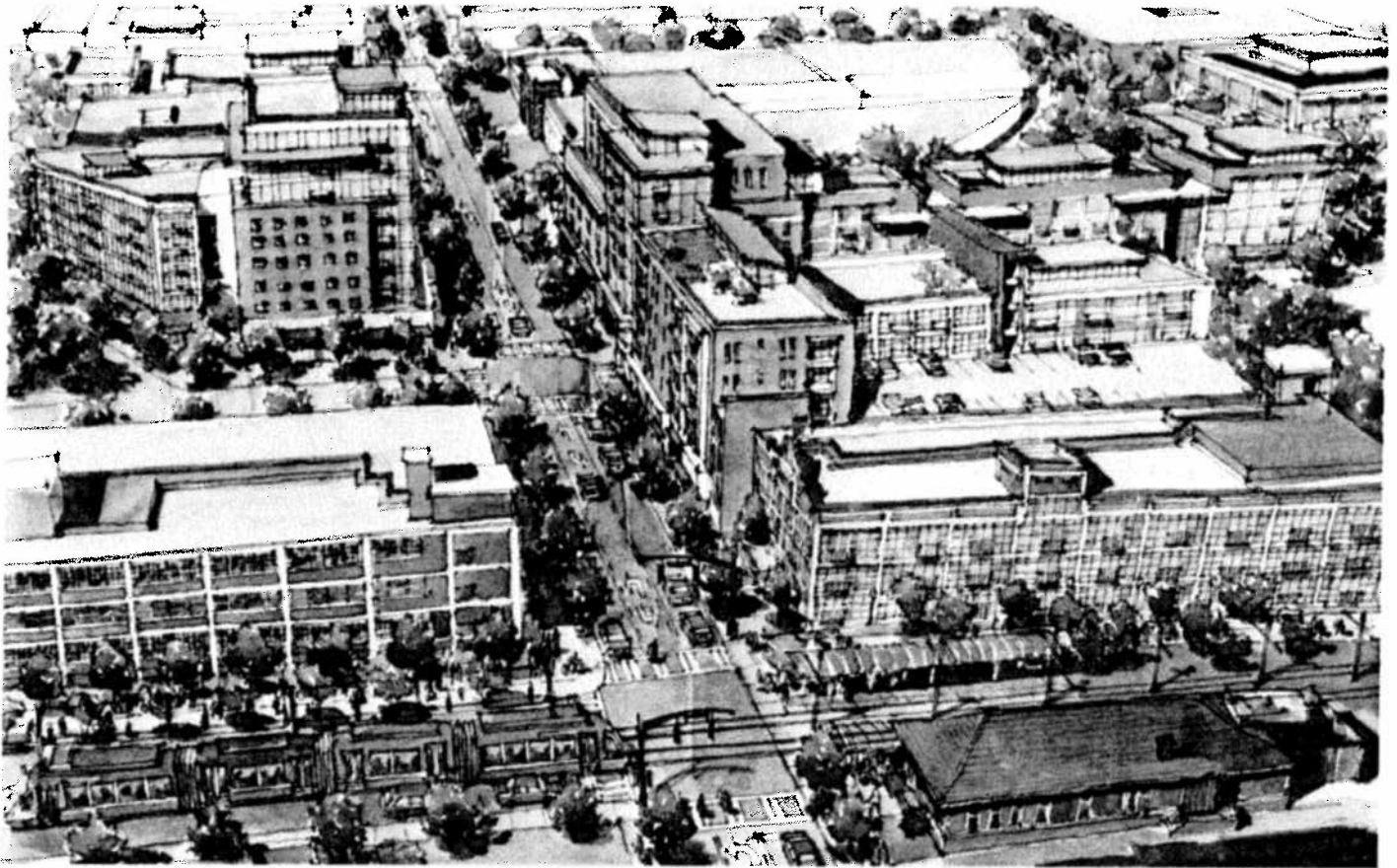


Figure 9 - Memorial Drive Focus Area Illustration

Moreland/Memorial Focus Area

Located at the intersection of Moreland Avenue and Memorial Drive, the land use recommendations focus on reconnecting the street grid and modifying the existing land uses so that the area may better function as a mixed-use node adjacent to the interstate.

- Provide for mixed-use, low density commercial, and some residential redevelopment around the intersection.
- Overhaul the intersection of Arkwright/Memorial/I-20 and Moreland Avenue.

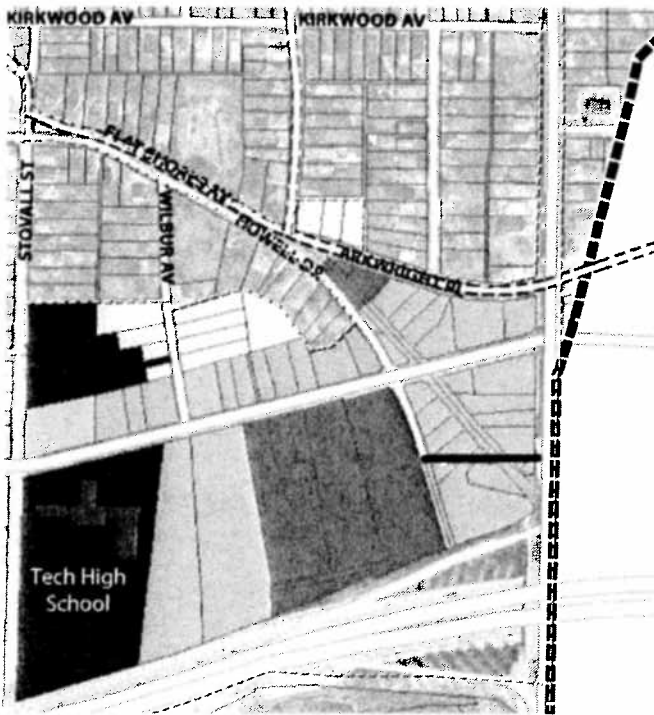


Figure 10 - Moreland/ Memorial Focus Area Land Use Plan

Glenwood Focus Area

The land use recommendations for the Glenwood Focus Area support and enhance the existing retail uses at Glenwood Park by expanding residential, office, open space and community facility opportunities in the area.

- Identify priority storefront space at the intersection of Glenwood Avenue and Bill Kennedy Way to round out the existing retail node at Glenwood Park.

- If the existing LaFarge operation relocates, allow residential and office redevelopment and require the introduction of new streets while protecting the multi-use trail along Chester Avenue.
- Utilize the forest and school yard around the historic Atlanta Stockade as publicly accessible parkspace, leveraging its uniqueness as a cultural resource.



Figure 11 - Glenwood Station Area Plan

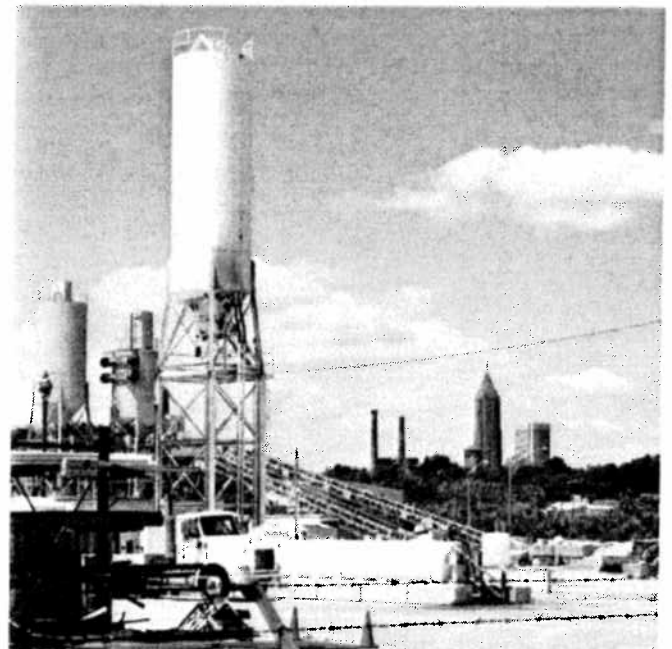


Figure 12 - Existing LaFarge Property

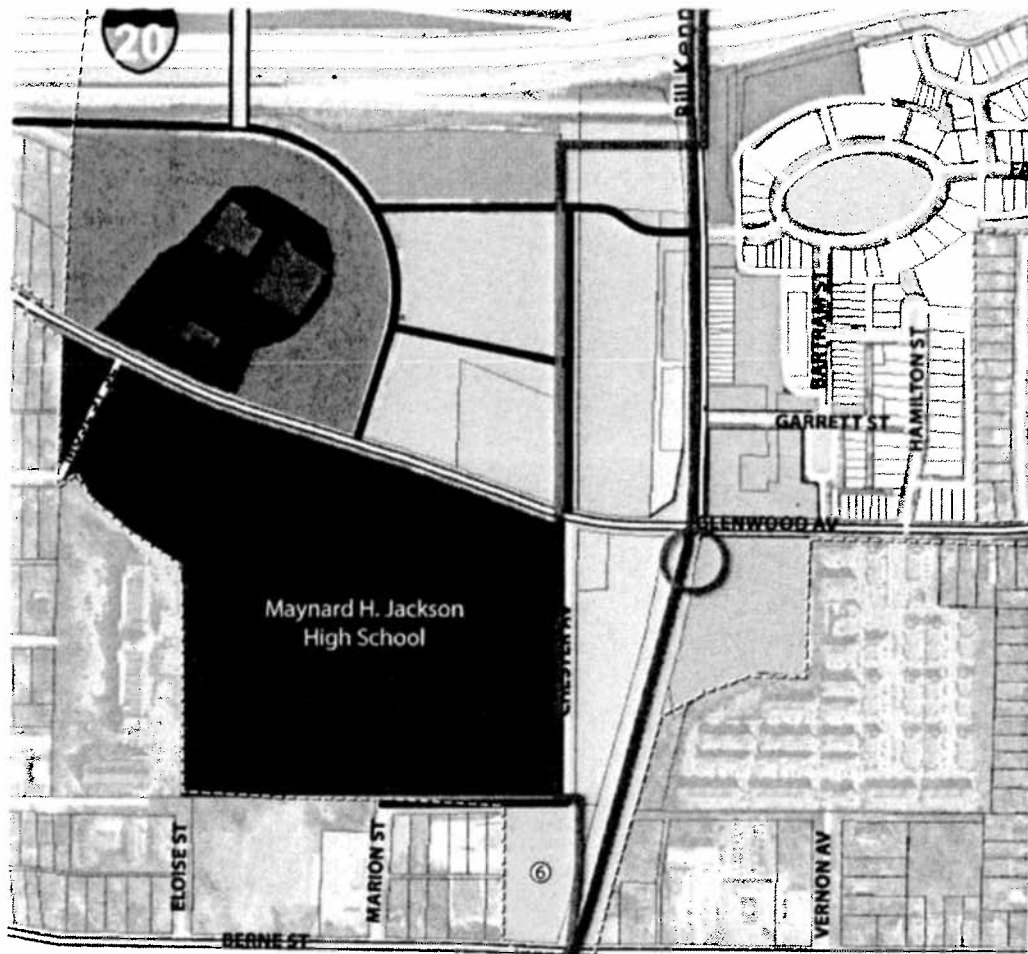


Figure 13 - Glenwood Focus Area Land Use Plan



Figure 14 - Glenwood Focus Area Illustration

f. Plan Summary: Mobility

Subarea 4 presents several opportunities to enhance mobility for future Atlanta BeltLine transit riders, bicyclists, pedestrians, and motorists. Central to the study area's future mobility is the BeltLine transit and trail. Additional tools include new pedestrian projects, new bicycle projects, developer-built streets, publicly-built streets, road diets and intersection improvements. All of the roadway recommendations are centered on the principles of "Complete Streets," providing multi-modal opportunities for all users (of all ages and abilities) whether pedestrians, bicyclists, transit users, or motorists within the right-of-way. Key recommendations are mapped in Figure 18 and summarized below:

- Improve traffic flow along major thoroughfares while employing appropriate safety measures and achieving mobility for all users. The recommendation to repurpose Memorial Drive via a road diet allows for a broader balance of travel modes and street functions, especially expansion of sidewalk and streetscape envelope, within Memorial Drive's constrained right-of-way. The road diet is also intended to reduce traffic speeds, create a safer pedestrian environment, and allow for improvements such as wider sidewalks or the addition of a landscaped buffer from traffic.
- Enhance connectivity within the existing street framework and provide new street networks. Through the recommended realignment/ modification of the Flat Shoals Avenue, Howell Drive and Arkwright Place intersection and new streets within the redevelopment of the larger parcels along Memorial, the Subarea 4 Master Plan will provide compatibility, connectivity and continuity for all modes of travel.
- Improve access to existing MARTA transit. The BeltLine transit and trail will greatly expand access to the MARTA rail system. Additionally, the plan recommends reconnecting Walthall Street to Seaboard Avenue (as it existed historically) south of the Inman Park/ Reynoldstown MARTA Station and creating a new pedestrian exit from the MARTA skywalk to Seaboard Avenue to shorten the walking distance to the Edgewood Retail District shopping center.
- Provide a safe, efficient and continuous network of pedestrian and bicycle facilities. Improving mobility for the non-motorist to and from the BeltLine corridor and community amenities will be met through the plan's recommendation of a hierarchy of "core" and "secondary" bicycle routes, sidewalk, streetscape, and multi-use trail projects. Specifically, Woodward Avenue is identified as a "Bicycle Boulevard," allowing bicyclists a wider, safer east-west route through the study area.
- Use of innovative strategies in the subarea's infrastructure that offer multiple benefits, reduce cost and protect the character and integrity of the neighborhoods. Incorporation of 'green street' strategies, where identified in the Subarea 4 Master Plan, provides the opportunity for the conventional 'grey' infrastructure to manage stormwater through more sustainable, impact-conscious design methods that will reduce costs and enhance the aesthetics of the subarea.

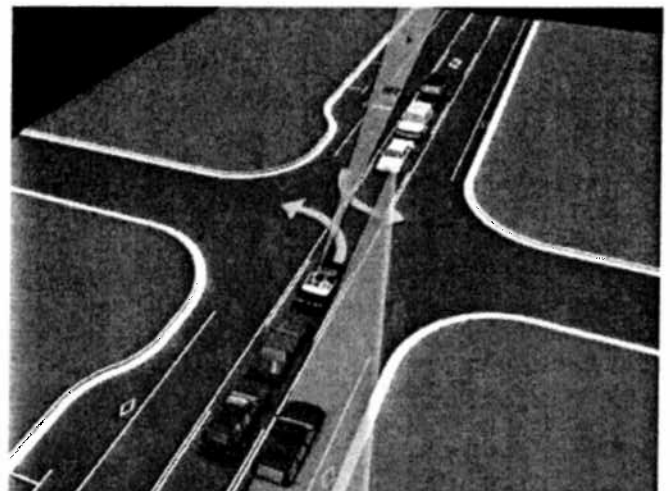


Figure 15 - Proposed Memorial Drive Road Diet Diagram

g. Plan Summary: Parks and Open Space

The Subarea 4 Master Plan includes a variety of open space opportunities, which build on the existing and planned greenspaces in the study area (See Figure 19- Greenspace & Public Art Plan). These recommendations help provide diverse open, cultural, and civic spaces to promote social interaction, celebrate local art, improve community health, and strengthen the area's distinctive character. Key parks and open space recommendations include:

- The Atlanta BeltLine corridor will add 7.4 acres of greenway to the study area. This includes the section from Berne Street to Glenwood Avenue and from Memorial Drive to Wylie Street. The corridor will ultimately have a portion allocated for transit, with the majority dedicated to the multi-use trail, landscaping, and pocket parks.
- Lang Carson Park, a former school building and school yard turned community center and neighborhood park, is the only city park in Reynoldstown. Presently the park has minimal street frontage, with concomitantly poor visibility and sight lines. The master plan recommends the expansion of Lang-Carson Park through the acquisition of key parcels along its northern and western borders. The proposed acquisitions will greatly increase visibility and create a more continuous connection between the BeltLine corridor and the park. The acquisitions will also add about 1.4 acres of usable area, bringing the park to nearly five acres.

- The Department of Watershed Management owns a two-acre parcel on Holtzclaw Street. The property once housed a water tower and a replacement water tower is planned. The property has spectacular views of downtown and midtown. Full public access to the site is unrealistic because of the planned water tower. The master plan, however, recommends a pedestrian connection between Holtzclaw Street and the BeltLine corridor, along with an overlook and seating area.
- The ten-acre Atlanta Stockade site was identified during the process as a "jewel" within the subarea. The master plan recommends incorporating a public park into the community facility leveraging its panoramic views, existing tree cover, historic school yard area, and unique architecture.
- Several redevelopment sites are large enough to include private parkspace, similar to those incorporated into the Glenwood Park development.

Figure 19 also includes a public art plan, which identifies locations and types of public art well suited to the study area. These recommendations advance the BeltLine Cultural Planning Vision prepared in 2006.



Figure 16 - Proposed Lang-Carson Park Expansion in Reynoldstown Neighborhood

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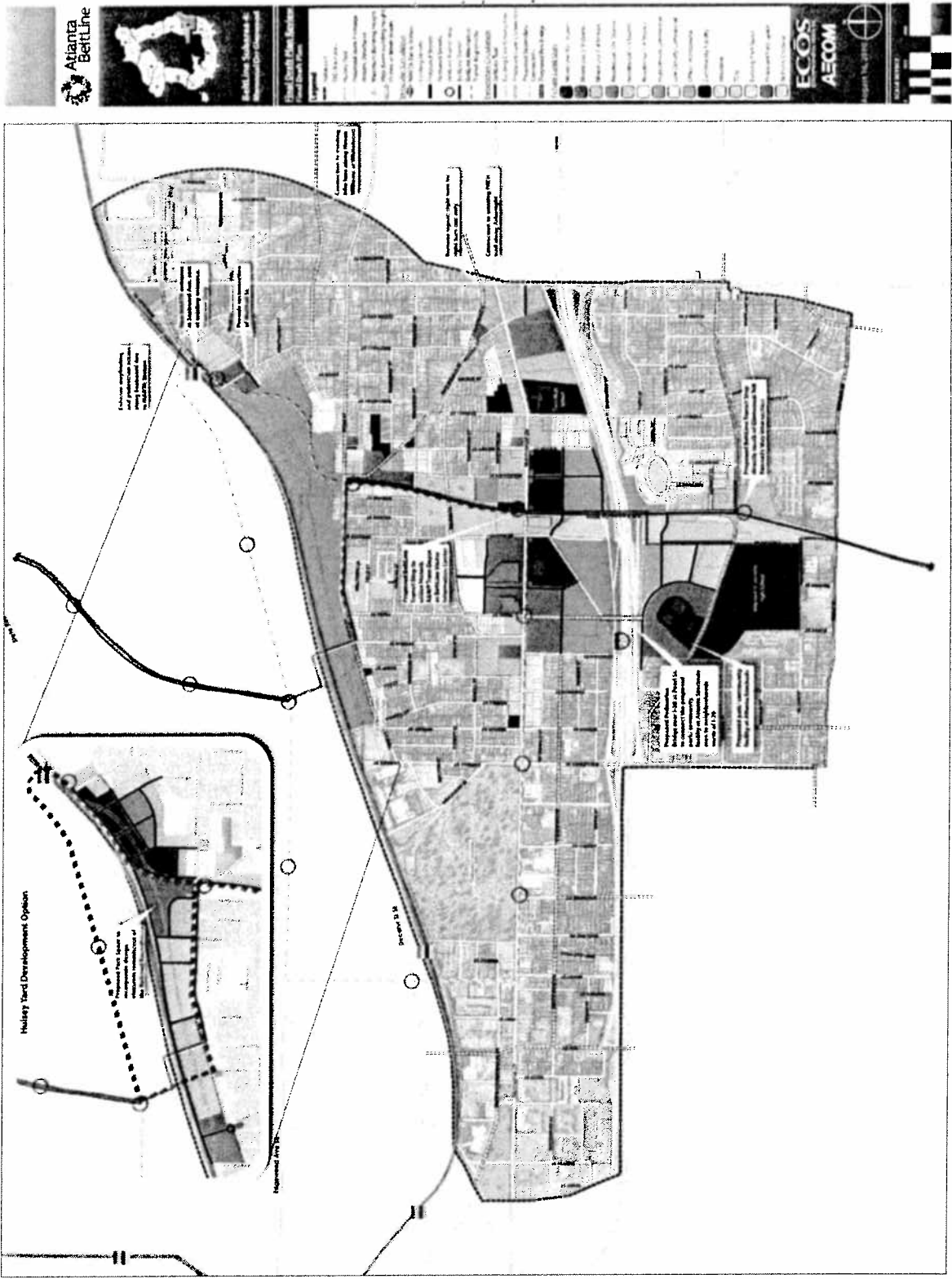


Figure 17 - Subarea 4 Master Plan



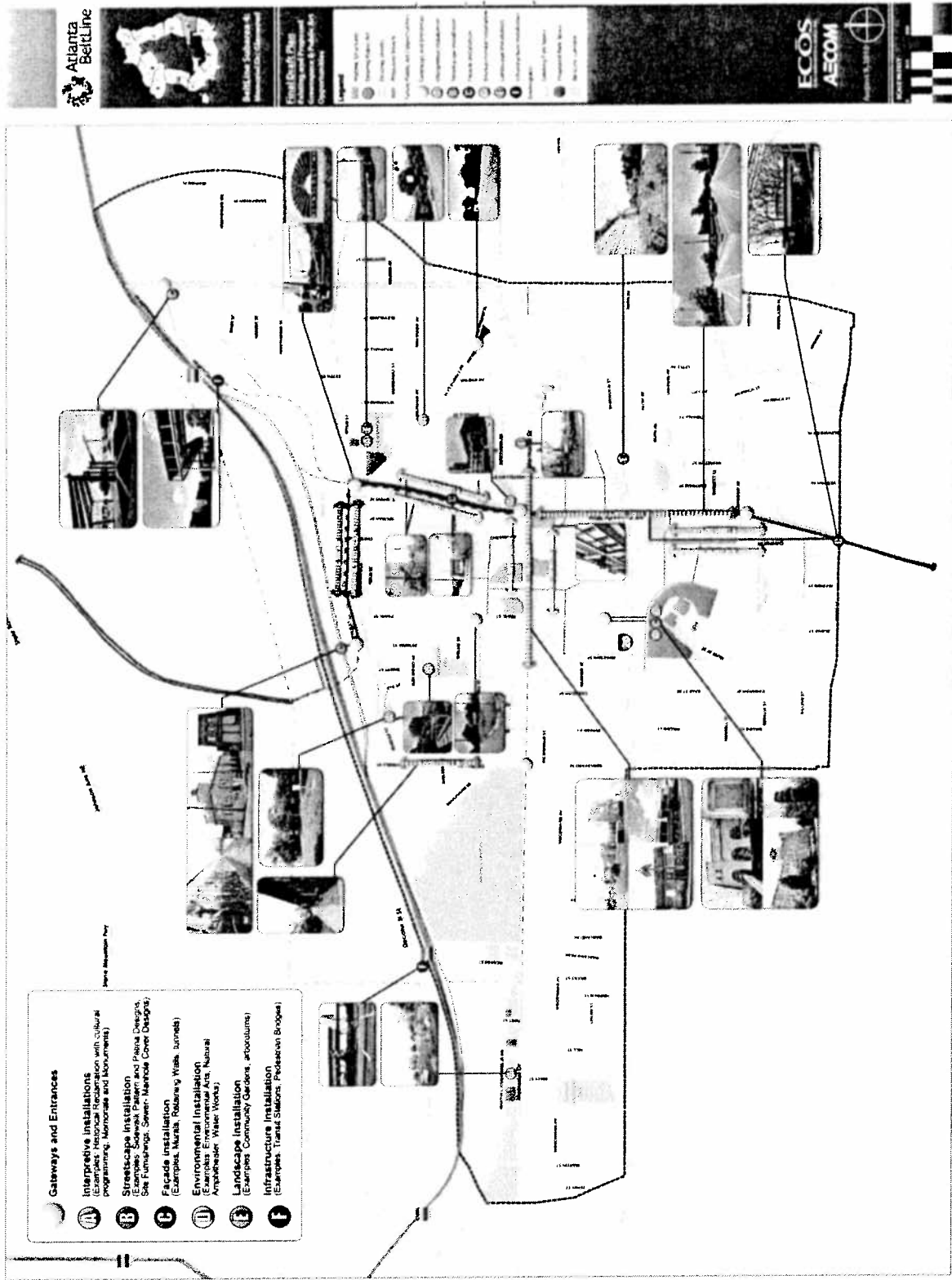


Figure 19 - Greenspace & Public Art Plan

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11/15/10
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Atlanta City Council

REGULAR SESSION

CONSENT II

REFER

YEAS: 9
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 4

B Smith	Y Archibong	Y Moore	B Bond
Y Hall	NV Wan	Y Martin	NV Watson
B Young	Y Shook	B Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

CONSENT II

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development/Human Resources

Caption:

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE 2008 CITY OF ATLANTA COMPREHENSIVE PLAN BY ADOPTING THE "ATLANTA BELTLINE MASTER PLAN SUB-AREA 4: MEMORIAL DRIVE/GLENWOOD AVE"; AND FOR OTHER PURPOSES.

Council Meeting Date: December 6, 2010

Requesting Dept.: DPCD

FAC Confirmed by: N/A

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

(Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.)

The purpose of this legislation is to adopt the Beltline Subarea 4 Master Plan in to the CDP.

2. Please provide background information regarding this legislation.

(Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.)

The Beltline is divided into 10 subareas for implementation. Each subarea is submitted for adoption into the City's CDP after the Master Plan has been through the public participation process.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** NA

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract:

4. Fund Account Center: (Ex. Name and number)

Fund: _____ Account: _____ Center: _____

5. Source of Funds: (Example: Local Assistance Grant)

6. Fiscal Impact: None – funds come from TAD Allocation

(Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.)

7. Method of Cost Recovery:

(Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process; or*
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.)*

This Legislative Request Form Was Prepared By: G. Brown ext. 6724

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CHIEF OF STAFF

Dept.'s Legislative Liaison: Garnett Brown

Contact Number: Ext. 6724

Originating Department: Planning & Community Development

Committee(s) of Purview: CD/HR

Chief of Staff Deadline: October 26, 2010

Anticipated Committee Meeting Date(s): November 30, 2010 - (public hearing 11/29/10)

Anticipated Full Council Date: December 6, 2010

Legislative Counsel's Signature: _____

Commissioner Signature: _____

Chief Procurement Officer Signature: _____

CAPTION

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE 2008 CITY OF ATLANTA COMPREHENSIVE DEVELOPMENT PLAN BY ADOPTING THE "ATLANTA BELTLINE MASTER PLAN SUB-AREA 4: MEMORAL DRIVE/GLENWOOD AVE"; AND FOR OTHER PURPOSES.

Received by CPO: _____

(date)

Received by LC from CPO: _____

(date)

Received by Mayor's Office: _____

(date)

Reviewed by: _____

(date)

Submitted to Council: _____

(date)

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12/06/10
4:53 PM

Atlanta City Council

REGULAR SESSION

MULTIPLE

10-0-1919, 10-0-1991

REFER CDHR

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 3
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	Y Moore	Y Bond
Y Hall	B Wan	Y Martin	NV Watson
Y Young	Y Shook	Y Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

MULTIPLE

**LARGE
ATTACHMENT(S)
DOCUMENT(S),
MANNUAL(S)
OR
MAP(S)
NOT COPIED**

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE TO AMEND THE LAND USE ELEMENT OF THE CITY OF ATLANTA'S 2008 COMPREHENSIVE DEVELOPMENT PLAN (CDP) SO AS TO REDESIGNATE PROPERTIES LOCATED IN THE ATLANTA BELTLINE SUBAREA 4 - MEMORIAL-GLENWOOD FROM VARIOUS LAND USE DESIGNATIONS TO VARIOUS LAND USE DESIGNATIONS; AND FOR OTHER PURPOSES.

NPU's N & W

COUNCIL DISTRICT 1, 2 & 5

WHEREAS, the BeltLine is an initiative that will combine greenspace, trails, transit, and new development along 22 miles of historic rail segments that encircle the urban core; and

WHEREAS, the BeltLine Master Plan consists of ten separate sub-areas; and

WHEREAS, Subarea 4 of the BeltLine Master Plan, known as "Memorial - Glenwood" is wholly or partially located in NPU's N, O, and W and in Council Districts 1 and 5.

WHEREAS, the City of Atlanta and Atlanta BeltLine Inc (ABI) have conducted the Atlanta BeltLine Master Plan - Subarea 4: Memorial - Glenwood for the area along either side of the proposed BeltLine between Berne Street and Dekalb Avenue; and

WHEREAS, the Bureau of Planning and Atlanta BeltLine Inc staff and a consultant team led by POND/ECOS worked with a Steering Committee, BeltLine Study Groups, residents, property/business owners and other stakeholders in NPU's N, O and W to develop a vision for the future transportation, open space and land use designation of the area, in conjunction with desirable residential, office, commercial and employment growth; and

WHEREAS, said planning document specifically includes recommended changes to the Land Use Maps that are a component of the 2008 Comprehensive Development Plan (CDP); and

WHEREAS, implementing those changes will both facilitate the desired land regulation changes and increase protections against undesirable re-zonings in the future.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS:

SECTION 1. That the 2008 Comprehensive Development Plan (CDP) of the City of Atlanta, Georgia is hereby amended by changing the Land Use Element of said Plan so as to re-designate properties that are located in the BeltLine Master Plan Subarea 4 - Memorial- Glenwood from various Land Use Designations to various Land Use Designations and for other purposes.

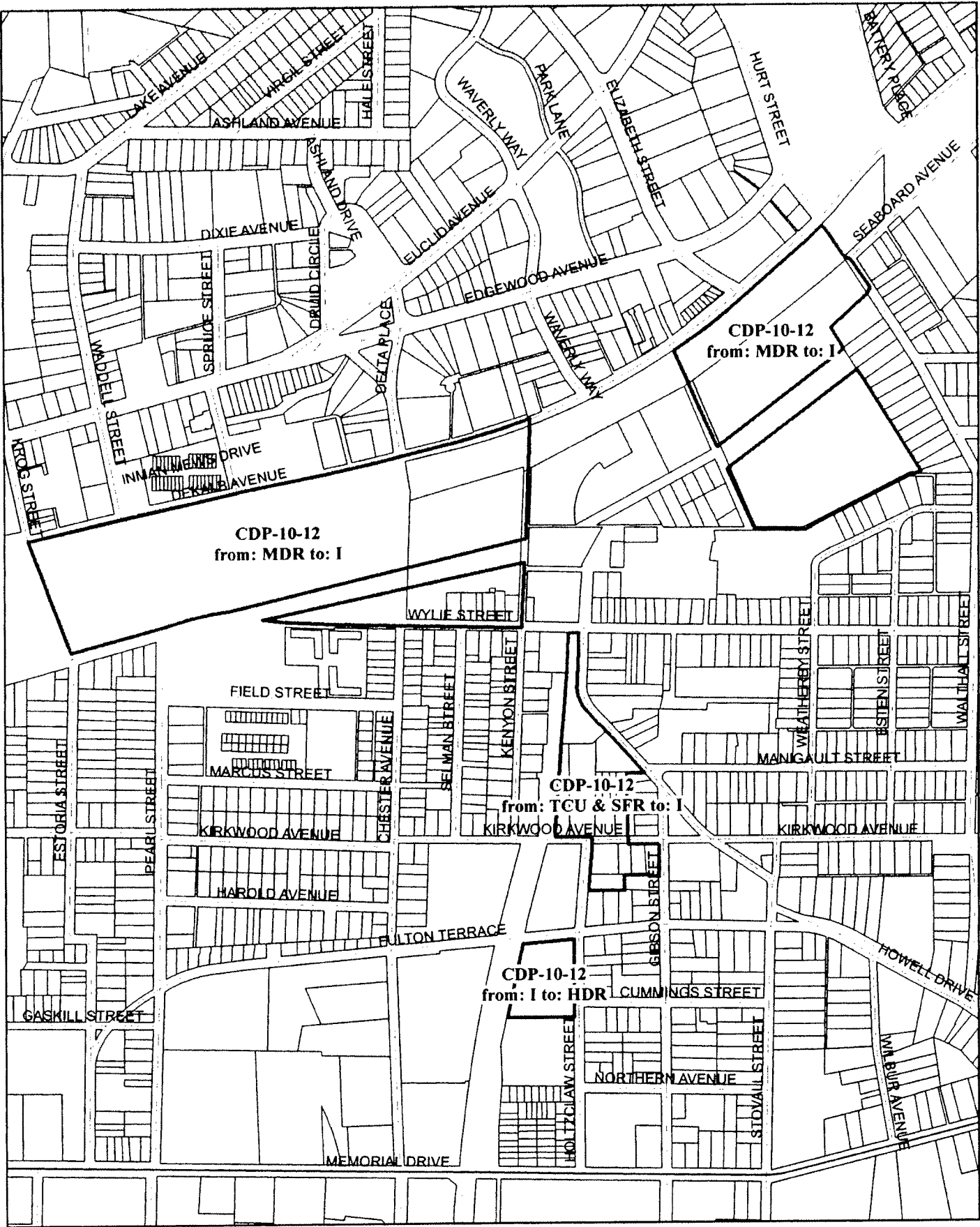
All that tract or parcels of land lying and being in Land Lots 11, 13, 14, 20 & 22 of the 14th District of Fulton County. Said properties are more specifically shown in the attached map: Exhibit A -B, which is hereby made part of this ordinance.

SECTION 2. That all ordinances or parts of ordinances that are in conflict with this ordinance are hereby repealed.

EXHIBIT 'A'



EXHIBIT 'B'



AN ORDINANCE

BY COUNCIL MEMBER JOYCE M. SHEPERD



AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO MODIFY THE BOUNDARIES OF THE CAPITOL VIEW AND OAKLAND CITY NEIGHBORHOODS AND TO AMEND THE CITY'S OFFICIAL NEIGHBORHOOD AND NPU MAPS ACCORDINGLY; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 93-R-0058, adopted by the City Council on March 1, 1993, and approved by the Mayor on March 8, 1993, authorized the Mayor or his designee to publish the City's official neighborhood map, entitled "Planning Units for Atlanta's Neighborhoods"; and

WHEREAS, City Code Section 6-3012 defines "neighborhood" as "...a geographic area either with distinguishing characteristics in which the residents have a sense of identity and commonality of perceived interest, or both"; and

WHEREAS, said Section identifies various factors that may contribute to neighborhood identity, including "shared development, history, architecture, social and economic relationships, physical boundaries, and the existence of one or more broadly representative neighborhood organizations devoted to neighborhood preservation and improvement"; and

WHEREAS, the residents of Capitol View seek to preserve and enhance their neighborhood by revising their boundaries to include additional properties directly associated by geographic proximity to Oakland City; and

WHEREAS, the Commissioner of Planning and Community Development is in agreement with this request; and

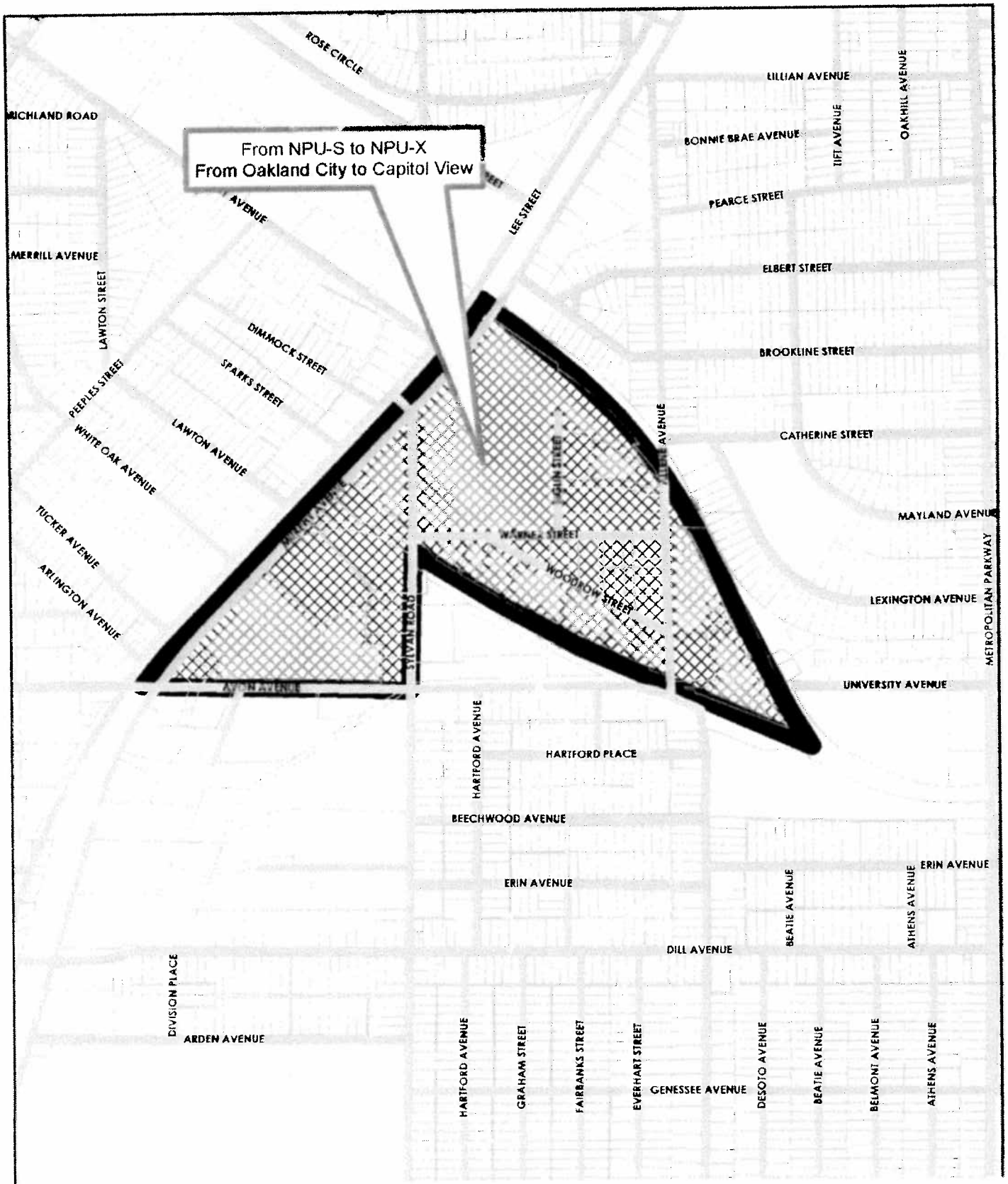
WHEREAS, the City Council has agreed to amend the Official City Neighborhood Map.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the City Council hereby agrees to amend the City's official neighborhood boundaries of the Capitol View and Oakland City neighborhoods, as shown on the attached exhibit. The City Council authorizes the Mayor or his designee to amend the City's official neighborhood and Neighborhood Planning Unit maps accordingly.

SECTION 2: That all ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

EXHIBIT "A"



AN ORDINANCE**BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AMENDING THE 2011 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SIX HUNDRED NINETY SIX THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$696,300.00) FOR THE CITY OF ATLANTA SECTION 8 MODERATE REHABILITATION PROGRAM FOR SANTA FE VILLA APARTMENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta's Section 8 Moderate Rehabilitation Program is a rental subsidy program that benefits very low-income families and individuals; and

WHEREAS, the City of Atlanta administers a Housing Assistance Payments (HAP) contract for the Santa Fe Villa Apartments which has been approved by the Department of Housing and Urban Development ("HUD") for 100 units through December 31, 2011 under the Section 8 Moderate Rehabilitation Program; and

WHEREAS, the Budget Authority awarded by HUD is Six Hundred Ninety Six Thousand Three hundred dollars and no cents (\$696,300.00) which represents the rent, utility subsidies and administrative fees for the City of Atlanta; and

WHEREAS, the Department of Planning and Community Development, Office of Housing, recommends increasing estimated receipts in the 2011 (Intergovernmental Grant Fund) Budget by Six Hundred Ninety Six Thousand Three hundred dollars and no cents (\$696,300.00).

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

Section 1: That the 2011 (Intergovernmental Grant Fund) Budget Department of Planning and Community Development be and is hereby amended as follows:

ADD TO ANTICIPATIONS

AWARD NUMBER	AMOUNT	FUND	GL DEPT #	EXP ACCT	FDOA		
					FUNCTION ACTIVITY NUMBER	GL PROJECT #	GL FUNDING SOURCE
250130368	696,300.00	2501	*****	*****	*****	200668	30368

Contract Total: \$ 696,300.00

ADD TO APPROPRIATIONS

PTAEO					Amount	FDOA					
Project Number	Task Number	Award Number	Exp. Acct.	Owning Org.		Fund	GL Dept #	Exp Acct	Function Activity Number	GL Project #	GL Funding Source
25200668	112	250130368	5239004	COA	88,620.00	2501	*****	*****	*****	200668	30368
25200668	112	250130368	5239004	COA	607,680.00	2501	*****	*****	*****	200668	30368

Contract Total: \$696,300.00

Section 2: That all ordinances and parts of ordinances in conflict herewith are hereby waived for purposes of this ordinance only, and only to the extent of the conflict.

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development/Human Resources

Caption:

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE AMENDING THE 2011 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SIX HUNDRED NINETY SIX THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$696,300.00) FOR THE CITY OF ATLANTA SECTION 8 MODERATE REHABILITATION PROGRAM FOR SANTA FE VILLA APARTMENTS; AND FOR OTHER PURPOSES.

Council Meeting Date: December 6, 2010

Requesting Dept.: Planning and Community Development – Department of Housing

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

Example: The purpose of this legislation is to anticipate funds from a local assistance grant to purchase child safety seats.

The purpose of the legislation is to amend the 2011 intergovernmental Grant Fund by adding to the anticipations and appropriations \$696,300.00. Such funds will pay rental subsidies for 100 formerly homeless individuals for a one year term. The City will also earn an administrative fee from this grant amount.

2. Please provide background information regarding this legislation.

Example: The task force of homelessness conducted a study regarding homelessness, its impact and consequences on the City. This resolution reflects the Mayor's desire to open a twenty-four hour center that will respond to the needs of the homelessness in Atlanta.

The City of Atlanta will provide rental subsidies for 100 individuals at the Santa Fe' Villas complex. Funding for these 100 units will expire on December 31, 2010. This ordinance will allow the City to receive funding from HUD in the amount of 696,300.00 for a one year term.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Housing Assistance Payments Contract

(b) **Source Selection:** N/A

(c) **Bids/Proposals Due:** N/A

(d) **Invitations Issued:** N/A

(e) **Number of Bids:** N/A

(f) **Proposals Received:** N/A

(g) **Bidders/Proponents:** N/A

(h) **Term of Contract:** One Year

4. Fund Account Center (Ex. Name and number): PTAE0 Project 25200668 (P0215 Section Annual Contribution) Task 112 Award 250130368 Expense 5239004 (Service Grants) COA City of Atlanta (Org)

Fund: _____ **Account:** _____ **Center:** _____

5. Source of Funds: Example: Local Assistance Grant HUD

6. Fiscal Impact: This legislation will result in an increase in the amount of \$696,300.00 to PTAE0 Account Number 25200668 112 250130368 5239004 COA.

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery: All expenses will be paid from this grant award.

Examples:

a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.

b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.

This Legislative Request Form Was Prepared By: Joyce Harris

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CHIEF OF STAFF

Dept.'s Legislative Liaison: Joyce Harris

Contact Number: 6937

Originating Department: Planning and Community Development

Committee(s) of Purview: Community Development/Human Resources

Chief of Staff Deadline: November 12, 2010

Anticipated Committee Meeting Date(s): November 30, 2010

Anticipated Full Council Date: December 6, 2010

Legislative Counsel's Signature: [Signature]

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: NA

CAPTION

AN ORDINANCE

BY: COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE

AN ORDINANCE AMENDING THE 2011 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF SIX HUNDRED NINETY SIX THOUSAND THREE HUNDRED DOLLARS AND NO CENTS (\$696,300.00) FOR THE CITY OF ATLANTA SECTION 8 MODERATE REHABILITATION PROGRAM FOR SANTA FE VILLA APARTMENTS; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT (if any)

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: _____ Reviewed by: _____
(date) (date)

Submitted to Council: _____
(date)